

## **Utility Advisory Commission Regular Meeting**

### **Agenda**

Thursday, October 1, 2020

7:00 pm – Gardner City Hall Council Chambers

#### **CALL TO ORDER**

#### **PLEDGE OF ALLEGIANCE**

#### **PUBLIC COMMENT**

#### **CONSENT AGENDA**

1. Standing approval of the minutes as written for the August 6, 2020 meeting of the Utility Advisory Commission.

#### **OLD BUSINESS**

#### **NEW BUSINESS**

1. Consider a recommendation to the City Council to award a contract for the Kill Creek Wastewater Resource Recovery Facility Digester Cleanout Project, Project No. WW1808.

#### **DISCUSSION ITEMS**

1. Third Quarter Outage Reports for Electric, Line Maintenance Water and Line Maintenance Wastewater.
2. Project Updates.

#### **OTHER BUSINESS**

#### **ADJOURNMENT**

**UTILITIES ADVISORY COMMISSION STAFF REPORT CONSENT AGENDA ITEM #1**  
**MEETING DATE: OCTOBER 1, 2020**  
**STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR**

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**AGENDA ITEM:** Standing approval of the minutes as written for the August 6, 2020 meeting of the Utilities Advisory Commission.

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**Background:**

The draft minutes for the August 6, 2020 Utilities Advisory Commission meeting are attached.

**Staff Recommendation:**

Staff recommends approval of the minutes for the August 6, 2020 meeting of the Utilities Advisory Commission.

**Attachments:**

- Draft minutes of the August 6, 2020 Utilities Advisory Commission meeting.

**RECORD OF PROCEEDINGS  
OF THE UTILITY ADVISORY COMMISSION  
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August 6, 2020**

The Utilities Advisory Commission of Gardner, Kansas, met in Regular Session on August 6, 2020, at City Hall. Present were Chairman Gary Williams, Commissioner Barbara Coleman, Commissioner Bryce Augustine, Commissioner Jake Wells, Utilities Department Director Gonzalo Garcia and Administrative Assistant Erin Groh. Vice-Chairman Kristina Harrison was not in attendance.

**CALL TO ORDER**

The meeting was called to order at 7:04 p.m. by Chairman Gary Williams.

**PLEDGE OF ALLEGIANCE**

**CONSENT AGENDA**

1. **Standing approval of the minutes as written for the June 4, 2020, meeting of the Utility Advisory Commission.**

Motion by Commissioner Coleman, seconded by Commissioner Augustine, to approve the Consent Agenda.

Motion carried 4-0 Aye

**OLD BUSINESS**

**NEW BUSINESS**

**DISCUSSION ITEMS**

1. **Discuss possible rebate programs for LED lights, smart thermostats, insulation, heating and cooling.**

Director Garcia presented some information provided to him by the company Ecologix. Garcia mentioned that it is a large amount of information so he wanted to do an overview of what products and services they provide as examples of some ideas that Gardner could implement. He wanted to know what areas the UAC wanted to concentrate on as far as rebates or incentives. The following are some ideas that the city could implement that other cities in the Midwest have implemented as a partnership with Ecologix:

Mid American Residential Rebates: Appliance recycling, heating and cooling, a home check-in line, smart thermostats, summer savers, special rates during peak times.

Mid American Commercial Rebates: Commercial New Construction, heating and cooling, lighting.

Alliant Energy Rebates: Power strips, heat pumps, appliance recycling, water heaters, electric vehicles, energy efficient gas furnaces, geothermal systems, learning thermostats, LED light bulbs and fixtures, variable speed pool pumps, energy assessments, air purifiers.

Everygy: Heating and cooling solar rebates, interior lighting and incentives based on the type of lighting.

Ecologix Products: Insulation, Solar Attic Fans, Air Sealing, Power Conditioners.

Garcia mentioned that currently Gardner has solar panels on 14 residential homes and one wind turbine which is on a commercial facility. Gardner residents have added solar panels to about 10 homes over the past five years.

Garcia discussed that in order to work with Ecologix, you have to do a partnership with them. In our case, we would have to do some type of bid, like an RFP or RFQ. Garcia stated that a possible drawback with going with Ecologix would be that we will need to be open to all the possible providers and actually solicit similar companies to see who is the best match for the city.

Chairman Williams asked for clarification about whether or not the city would need to have a person responsible for going on site to determine whether a program is feasible or not. Garcia said that we would need a third party to make those determinations. Williams asked if it would be a city person inspecting and Garcia replied that it could be but we would need to find someone who knows about energy audits and assessments. Garcia said he thinks we need to start small in regards to what programs we offer and then see what kind of results we get and then we can expand to a bigger program. For example, we can start with LED's, smart thermostats, or water controllers (for sprinkler systems), then we could see if there's a lot of reception, then we can expand to something unless, instead of starting out big with programs like multi-layer insulation or air sealing.

Chairman Williams asked if there really is an incentive at this point and for the next few years for reducing our peak load on the electric side. Director Garcia responded that we have 54 megawatts of capacity. Our peak last year was 41 megawatts. We have been selling the excess energy from Dogwood to the grid. Williams stated that from a utility's standpoint, just dollars and cents, it doesn't make sense to offer an incentive. From an ecological standpoint, it makes sense to reduce the carbon and then people can reduce their utility bill. Commissioner Coleman stated that if you start out small though, in future years, there will be benefits from it. Commissioner Augustine added that Gardner is growing and that with two apartment complexes going in and development on the other side of I-35, there's going to be additional needs for power. Williams stated that as a utility, there's no pressing need to reduce our peak. We have the capacity to meet our load, but still it would be a good thing for the city to investigate this.

Commissioner Augustine said that he likes the idea of starting small. He said that the Wi-Fi thermostats, the LED's, maybe the surge protectors, some small things like that would be a good place to start, and get some good promotion of it and good publicity around it from the Utility Dept., from the City so that people know that this is there to take advantage of. Augustine said that for a phase II in the future maybe energy audits could be done, as he has seen in his hometown.

Much discussion was held about implementing rebates for utility customers in Gardner, such as ideas for ways to get a reduced utility bill. Chairman Williams stated that it would be good if the city could make an energy efficiency effort and to help people in some form to help them get a handle on paying their bills. Commissioner Wells said that he would support it for that reason as well. There were a lot of hot months this summer and you hear people talk about how their bills have changed and it's something positive that the city could do to help. He thought it maybe doesn't need to be a full rebate and a way for people to take control of their energy usage which would be a positive thing. Both Commissioners Wells and Augustine discussed how it would probably be best to have a program where the consumer/resident could do a self-install easily, like thermostats, power strips, etc. Commissioner Wells said that If load does grow fast enough in the future, having some experience with a rebate program might help to roll out a larger attic insulation or air source heat pumps so we can transition into something when the need does arise. We're in a great position now in terms of energy capacity vs. usage to test the waters, and see what we can do



for the future. Chairman Williams thought that maybe there could be rules implemented for new construction for energy efficiency if it would be beneficial.

Chairman Williams asked if Director Garcia needs clear direction from the Utility Commission for the rebate programs to move forward. Garcia replied that he would need clear direction on what the UAC would like to explore. Commissioner Augustine said he would like to see a rebate program for thermostats, LED bulbs and power strips. Williams said that the price on LED bulbs is coming down drastically. Garcia stated that the LED bulbs can last up to 7-20 years depending on what you pay. Commissioner Coleman asked if the main programs we should consider are LED lights, thermostats and power surge protectors. Coleman said that she thought those three ideas would be good. Chairman Williams thought we should also look into water controllers for home irrigation systems which can be controlled by an app on your phone. It checks current moisture levels and future precipitation so that it doesn't water the lawn when it rains and conserves water. He said that his device paid for itself in the first year through water savings.

## **2. Second quarter outage reports for Electric, Line Maintenance Wastewater and Line Maintenance Water.**

### **2020 Second Quarter Electric Outage Report**

Director Garcia presented the Electric Outage report for the 2<sup>nd</sup> Quarter of 2020. Electric staff responded to 16 outages affecting 235 customers: 1 caused by equipment failures, 1 caused by a tree, 4 caused by animals, 1 caused by a storm, 2 caused by damage by others, and 7 caused by other reasons. The average workday response time was 8 minutes and the average workday length of outage was 17 minutes. The average after-hours response time was 31 minutes and the average after-hours length of outage was 55 minutes. The overall average response time was 22 minutes and the overall average length of outage was 41 minutes.

### **2020 Second Quarter Wastewater Outage Report**

Director Garcia presented the Wastewater Collection report for the 2<sup>nd</sup> Quarter of 2020. Line maintenance staff completed 5 sanitary sewer line repairs affecting 5 customers, with 1 being caused by roots and 4 due to residents' issues. The average workday response time was 13 minutes and the average workday repair time was 1 hour and 40 minutes. The average after-hours response time was 26 minutes and the average after-hours repair time was 1 hour and 21 minutes. The overall average response time was 18 minutes and the overall average repair time was 1 hour and 32 minutes.

### **2020 Second Quarter Water Outage Report**

Director Garcia presented the Water Distribution Repairs Report for the 2<sup>nd</sup> Quarter of 2020. Line maintenance staff completed 27 water distribution service repairs affecting 33 customers: 4 due to line failures, 1 due to valve failure, 3 due to damage by others, and 19 due to residents' issues. The average workday response time was 6 hours and 52 minutes and the average workday repair time was 47 hours and 38 minutes. The average after-hours response time was 28 minutes and the average after-hours repair time was 52 minutes. The overall average response time was 5 hours and 27 minutes and the overall average repair time was 37 hours and 15 minutes.

## **OTHER BUSINESS**

Commissioner Augustine asked where the city was at with the Smart Meter project. Director Garcia stated that on August 6, Nexgrid started implementing the "Backbone" and there will be five gateways that will be the main receivers for the smart meter, which will allow the smart meter to exchange information from the

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meter to the Nexgrid system. On August 17<sup>th</sup> they will be replacing 100 electric meters and it will be like a pilot. At that point we'll see if the meters are communicating with the gateways and see if the gateways are communicating with the Nexgrid server. Once it passes the test we'll start with all the electric meters and then water meters will be installed. Chairman Williams asked how long the testing phase will be. Garcia said that he thinks it will be a couple of weeks possibly. Once the system is working there will be a mass install. Nexgrid says that they will be able to install 150- 200 meters a day.

In the previous meeting, in June, Commissioner Augustine asked about residents renting a hydrant meter and providing their own hose to hook up to it. Director Garcia stated that you have to pay \$85 to get a hydrant meter and usually a six inch hose has to be provided by the resident. Garcia said he spoke to Line Maintenance and they said that they don't recommend using a six inch hose because it causes a lot of flow and pressure and they suggest using an adapter. The adapter will be a six inch hose that hooks up to a garden hose. The adapter will be available to customers next time someone requests a hydrant meter from Utility Billing to fill pools, etc. Customers can use their own garden hose and hook it up to the adapter. Augustine thanked Garcia for the follow-up.

Commissioner Coleman asked where Director Garcia was at with the oil and grease program (FOG- Fats, Oils and Grease program). Director Garcia said that based on the UAC's questions on how we're going to implement the FOG program and how much it will cost, the Utilities Dept. presented some information to City Council in late July about several fees that the department felt should be charged to businesses and facilities (that impact the water supply with fats, oils and grease), such as a review fee, operating fee and inspection fee. The presentation was to determine if the fees were necessary but after discussion was held, it was decided that the ordinance would be rewritten so that the city can get the FOG program going and have the first year be a time of learning so that we can gather information and in a year from now decide what fees should be charged. It was written in the ordinance that if fees are agreed upon by Council, a resolution could be written for the ordinance to include fees.

Director Garcia gave an update about the Hillsdale Water Treatment Plant Expansion. Most of the actual structures at Hillsdale are almost complete. No equipment or pipes have been installed yet. On the raw water line, we're almost half way done, already about a mile underground. We have the new lagoon with two cells and the plant will start to fill it up over the next couple of weeks to do a leak test, then the test will last about 1-2 weeks. If we pass the test, then at that point we will ask KDHE to grant a permit so we can use the new lagoons. Chairman Williams asked if the inspection department of Miami Co. is working closely with Gardner. Director Garcia said that Miami Co. issued the building permits and we haven't had any snags and it is working well.

Commissioner Augustine asked Director Garcia about how at the recent City Council meeting he talked about not using treated water for a leak test at the Hillsdale Water Treatment Plant. Augustine asked if he got approval for that (another method). Garcia responded that Utilities got approval to instead use the backwash from the actual process to fill the new lagoon. Right now CAS is working to put a pump in so we can transfer the backwash to the new lagoon to fill it up.

Chairman Williams and commissioners welcomed new commissioner Jake Wells.

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**ADJOURNMENT**

Motion by Commissioner Augustine, seconded by Commissioner Coleman, to adjourn the meeting at 8:06 p.m.

Motion carried 4-0 Aye

/s/ Erin Groh

Utilities Department Administrative Assistant

## UTILITY ADVISORY COMMISSION

### STAFF REPORT

### NEW BUSINESS ITEM #1

**MEETING DATE:** OCTOBER 1, 2020

**STAFF CONTACT:** GONZ GARCIA, UTILITIES DIRECTOR

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**AGENDA ITEM:** Consider a recommendation to the City Council to award a contract for the Kill Creek WRRF Digester Cleanout Project, Project No. WW1808.

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#### **Background:**

The Kill Creek Wastewater Resource Recovery Facility has been in operation for approximately 20 years. The facility has 2 aerobic digesters that allow organics and inorganics to grow and accumulate. The remaining solid compounds in the sludge are composed of inert organic compounds that are then processed thru the belt press. Over the years of operation of the plant these organic and inorganic compounds accumulate and reduce the capacity/volume of the digesters. The 2 digesters have never been cleaned over the life of the plant. The introduction and use of flushable wipes by residents within the City have contributed to this accumulation.

In performing this cleaning service it will allow for the digesters to operate at the original design capacity. With this in mind the Utilities Department issued a Request for Bids for the Kill Creek WRRF Digester Cleanout project. This program will improve the efficiency and operation of the overall plant.

#### **Bidding Process:**

The Invitation For Bids was advertised on the City of Gardner website, Drexel website and The Legal Record, from August 12<sup>th</sup> to August 28<sup>th</sup> 2020. A total of 4 companies provided bid packages for the Digester Cleanout Project. Three responses to the request for bids were received. Utilities staff performed a review of bids, qualifications and reference check of the apparent low bidder. It was determined that all three bidders were capable of performing the project as bid.

<b>Vendor</b>	<b>Total Cost</b>
Synagro Central, LLC	\$123,930.27
Hodges Farm & Dredging, LLC	\$149,500.00
Customized Environmental Solutions, Inc.	\$165,000.00
Hydro-Klean, LLC	\$223,348.28

#### **Staff and Committee Recommendation:**

Consider a recommendation to the City Council to award a contract to Synagro Central, LLC for the Kill Creek WRRF Digester Cleanout Project, Project No. WW1808 in an amount not to exceed \$123,930.27 for the cleaning of the Kill Creek WRRF Digester Cleanout Project, Project No. WW1808.

**Attachments:**

- Request For Bids
- Synagro Central, LLC Bid Proposal

# **Gardner Utilities Department**



## **REQUEST FOR PROPOSALS**

### **Kill Creek Water Resource Recovery Facility Digester Cleanout**

**August 2020**

Contact Information:  
Scott Millholland Plant Superintendent  
(913) 856-0986



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### REQUEST FOR PROPOSALS

#### Kill Creek Water Resource Recovery Facility Digester Cleanout

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## CITY OF GARDNER

### Invitation For Bids

**Issue Date:**

August 12, 2020

**Bid Deadline and Opening:**

August 28, 2020 at 11:00 AM (local time)  
City of Gardner  
Utilities Department  
1150 E Santa Fe Street  
Gardner, KS 66030

**Contact:**

Scott Millholland, Plant Superintendent  
Phone: (913) 856-0986  
Email: [smillholland@gardnerkansas.gov](mailto:smillholland@gardnerkansas.gov)

**Description:** The City of Gardner is requesting bids for the Kill Creek WRRF Digester Cleanout project. The project includes, but is not limited to, the dewatering, cleaning, hauling and disposal of 2 digester waste products that include: sludge, debri, hair, and rags removal.

Copies of bid documents can be viewed or purchased for a non-refundable fee online at [www.drexeltech.com](http://www.drexeltech.com) in their eDistribution plan room, additional assistance is available at [distribution@drexeltech.com](mailto:distribution@drexeltech.com). Information regarding this project can be found in the "Public Jobs" link on the website. Contractors desiring the Contract Documents for use in preparing bids may also obtain a set of such documents from Drexel Technologies; 10840 West 86th Street, Lenexa, KS 66214, 913-371-4430. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies, Inc. Copies of the Request for Proposal documents can also be requested through the Utilities Department on file at the Utilities Department, 1150 E. Santa Fe Street, Gardner, KS, 66030.

Sealed bids are due prior to the Bid Deadline indicated above and must be marked "Bid for: **Kill Creek Digesters Cleanout Project WW1808**". Any bid received after the designated closing time will be returned to Bidder unopened.

No oral, telegraphic, facsimile or telephonic Bids or Bid alterations or corrections will be considered.

The City reserves the right to accept or reject any and all Bids and to waive any technicalities or irregularities therein. Bids may only be withdrawn or corrected pursuant to the provisions of K.S.A. 75-6902, as amended, et seq. Bids may be modified or withdrawn by written request of the Bidder if such requests are received in the office of the City Clerk, prior to the time and date for Bid opening.



## INSTRUCTIONS TO BIDDERS

### PROJECT WW1808

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#### **A. General Statement:**

The Bidder shall submit all bids on the forms provided as part of these Bid Documents and in compliance with these Instructions. All appropriate blanks shall be filled-in and the appropriate individual on behalf of him/herself or the entity submitting the bid shall sign the Bid Proposal. Each bid must be enclosed in a sealed envelope plainly marked "Bid for: KILL CREEK DIGESTER CLEANOUT PROJECT". Pursuant to the Notice to Bidders, Bids shall be addressed to "City of Gardner, Kansas, Attention: "Scott Millholland".

#### **B. Bidding Documents:**

1. Bidding Documents and Plans may be obtained from:  
Drexel Technologies  
www.drexeltech.com  
10840 W. 86<sup>th</sup> Street  
Lenexa, KS 66214
2. Complete sets of Bidding Documents shall be used in preparing Bids. Bidding documents consist of the Bid, Contract, and any Plans or other supporting documentation.
3. Neither the City, nor any employee, nor any entity in contract with the City, assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
4. The City, in making copies of the Bid Documents available on the above terms, does so only for the purpose of obtaining bids on the Work and does not confer a license or grant for any other use.
5. Bids shall include furnishing all labor, materials, equipment and performing the Work for the project in strict accordance with the Bidding Documents and any Addenda.

#### **C. Inquiries:**

Inquiries regarding the project should be directed to:

Scott Millholland, Plant Superintendent  
913.856.0986  
smillholland@gardnerkansas.gov

The City's representative for the duration of this project is:

Scott Millholland  
1150 E. Santa Fe St.  
Gardner, KS 66030  
913.856.0986  
smillholland@gardnerkansas.gov

**D. Project Timeline:**

The following dates are provided in addition to those previously stated to help interested Bidders in planning participation in the project herein. The dates listed, however, are in no way guaranteed and are subject to change without notice.

Bid Issue Date	August 12, 2020
Bid Opening	August 28, 2020, 11:00 a.m.
City Council Meeting	September 14, 2020

**E. Bidders Representation:**

In order to induce the City to accept their Bid, in addition to and not in lieu of any other representations and warranties contained in the Bidding Documents, the Bidder represents and warrants the following to the City:

1. The Bidder and their subcontractors are financially solvent and possess sufficient working capital to complete the Work and perform all obligations hereunder;
2. The Bidder is able to provide the tools, materials, supplies, equipment, and labor required to complete the Work and perform the Bidder's obligations hereunder;
3. The Bidder is now and will continue to be authorized to do business in the State of Kansas, and is now and will continue to be properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Bidder and over the Work and the Project;
4. The Bid and execution of the Bidding Documents and the Bidder's performance thereunder are within the Bidder's duly authorized powers;
5. The Bidder has made an exhaustive study of the Bidding Documents; understands the terms and provisions thereof; has sought or will timely seek any and all necessary clarifications prior to submitting the Bid and that the Bid is made in accordance with the foregoing;
6. The Bidder has visited the project site and is completely familiar with any local and special conditions under which the Work is to be performed and has correlated such knowledge with the requirements of the Bidding Documents;
7. The Bid is based upon the materials, systems, and equipment described in the Bidding Documents without exception;
8. The Bidder certifies that his bid is submitted without collusion, fraud, or misrepresentation as to other Bidders, so that all bids for the project result from a free, open and competitive bidding environment;
9. The Bidder possess a high level of experience and expertise in the business administration, management, and superintendence of projects of the size, complexity, and nature of this particular project, and that the Bidder will perform the Work with care, skill and diligence of such a Contractor;
10. The Bidder acknowledges that the City is relying upon this Bidder's skill and experience in connection with the Work being bid herein;
11. That complete sets of Bidding Documents were used in preparing the bid and that the City is not responsible for errors or misinterpretations resulting from the use of incomplete sets of such documents.

**F. General Instructions:**

1. The foregoing warranties are in addition to, and not in lieu of (A) any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance of the Work and, (B) any and all other warranties, representations and certifications made in the Bidding Documents. The Contractor's liability hereunder shall survive the City's final acceptance of and payment for the Work. All representations and warranties set forth herein and in the Contract Documents shall survive the final completion of the Work or the earlier termination of this Agreement.
2. Any or all Bidders may be required by the City to furnish information to support the Bidder's capability to fulfill the Contract if awarded the Contract. Such information does not need to be submitted with the Bid, but may be requested at the City's option. Such information may include, but not be limited to, the following:
  - i. Proof of registration with the Kansas Director of Taxation (K.S.A. 79-1009).
  - ii. Proof of registration with the Kansas Secretary of State.
  - iii. List of projects of similar size and type the Bidder has constructed or in which the Bidder has been engaged in a responsible capacity.
  - iv. Evidence the Bidder maintains a permanent place of business.
  - v. A current financial statement.
3. Examination: Before submitting a Bid, each Bidder shall examine carefully all documents pertaining to the work and visit the site to fully inform himself of the condition of the site and the conditions and limitations under which the work is to be performed.
4. Submission of a Bid will be considered presumptive evidence that the Bidder has fully informed himself of the conditions of the site, requirements of the Contract Documents, and of pertinent national, state and local codes and ordinances, and that the Bid made allowances for all conditions, requirements and contingencies.
5. Bidder requiring clarification or interpretation of the Bidding Documents shall make such requests (in writing only) of the Project Manager at least ten (10) days before the date for receipt of bids.

**G. Addenda:**

1. Any interpretations, corrections or changes to the Bidding Documents will be made by Addenda.
2. Written Addenda will be distributed online through [www.drexeltech.com](http://www.drexeltech.com) to all plan holders registered with Drexel Technologies.
3. Copies of written Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
4. Addenda will be issued no later than four days prior to the date for receipt of Bids, except an addendum withdrawing the request for Bid Proposals, or one, which includes postponement of the date for receipt of Bid Proposals.
5. Each Bidder shall ascertain prior to submitting his Bid that he has received all written addenda issued, and he/she shall acknowledge its receipt in his Bid.

#### **H. Substitutions:**

1. Each Bidder represents that his bid is based upon materials and equipment described in the bidding documents.
2. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the City at least seven (7) days prior to the date of the Bid opening.
3. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation.
4. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included.
5. The burden of proof of the merit of the proposed substitute is upon the proposer.
6. The City's decision of approval or disapproval of a proposed substitution shall be final.
7. If the City approves any proposed substitution, such approval will be set forth in a written addendum. Bidders shall not rely upon approvals made in any other manner.
8. No substitution will be considered after the Contract award unless specifically provided in the Contract Documents.

#### **I. Preparation of Bids:**

1. Bids shall be made upon the form provided in these Bidding Documents.
2. All blanks must be filled in with ink or type. Blanks left on the Bid form may cause a bidder to be disqualified. The completed form shall be without alteration or erasure.
3. If a bid on all alternates is not required for alternate items, a written indication of "no Bid" on the Bid form is required.
4. Amounts shall be expressed in both words and figure, and in case of discrepancy between the two, the amount in words shall govern.
5. Sign Bid form in longhand, with name typed below signature. Where Bidder is a Corporation, Bids must be signed with the legal name of the Corporation, followed by the legal signature of an officer authorized to bind the Corporation to a contract.

#### **J. Submission:**

All copies of the (1) Bid and (2) Bid Security and other documents required to be submitted with the Bid shall be enclosed in a sealed envelope with the notation "Bid Enclosed" on the face thereof and plainly marked "Bid for: KILL CREEK DIGESTER CLEANOUT PROJECT Number WW1808". Pursuant to the Notice to Bidders, Bids shall be addressed to "City of Gardner, Kansas, Attention: "Scott Millholland". **Provide one (1) original and one (1) copy.** Bid packages should be submitted/delivered to: Utilities Department, City of Gardner, 1150 E. Santa Fe St., Gardner, KS, 66030.

**K. Modification and Withdrawal:**

Bids may only be withdrawn or corrected pursuant to the provisions of K.S.A. 75-6901, as amended, et seq.

**L. Consideration of Bids/Selection Process:**

1. The City reserves the right to reject any and all Bids; to waive any and all technicalities, irregularities and formalities; to negotiate contract terms with the successful Bidder; and the right to disregard all non-conforming, non-responsive or conditional Bids.
2. In evaluating Bids and determining the lowest responsible Bidder, City shall consider qualifications of the Bidders.
3. Each Bidder shall submit on a form provided for that purpose, a Statement of Bidder's Qualifications, when required by the City.
4. The City may consider the qualification and experience of Bidders and subcontractors and other persons and organizations, including suppliers, proposed to be involved in the project. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the City.
5. The City may conduct any such investigation it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed subcontractors and other persons, organizations and suppliers, to do Work in accordance with the contract documents to the City's satisfaction within the prescribed time.

**M. State of Kansas Preference**

1. State law, K.S.A. 75-3740a, requires that, to the extent permitted by federal law and regulations when letting contracts for Bids, the City must require any Bidder domiciled outside the state of Kansas to submit a Bid the same percent less than the lowest Bid submitted by a responsible Kansas Bidder as would be required of such Kansas domiciled Bidder to succeed over the Bidder domiciled outside Kansas on a like contract let in the foreign Bidder's domiciliary state.
2. All Bidders domiciled outside of the State of Kansas shall furnish City with a copy of their state's preferential Bidding statutes and the applicable percent received by in-state Bidders from the state in which the contract is located.

**N. Subcontractors**

1. The Contractor shall not award subcontracts, which total more than forty-five percent (45%) of the contract and shall perform, within its organization, work amounting to not less than fifty-five percent (55%) of the total contract price.
2. The Contractor shall submit the names of subcontractors for approval by the City prior to award of the contract.

**O. Award of Contract:**

1. The contract will be awarded to the lowest responsive, responsible Bidder as determined by the City and shall be required to enter into a contract with the City.
2. If the contract is awarded, the City will give the successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

**P. Notice To Proceed:**

1. No work shall commence until the City issues a Notice To Proceed, and a Notice To Proceed will not be issued until all of the following are delivered to the City:
  - i. The Contract signed by the representative with authority and ability to do so.
  - ii. Bonds with the attached powers of attorney.
  - iii. Certificate of Insurance listing the City as Additional Insured.
  - iv. Certificate of Nondiscrimination.
  - v. List of subcontractors and suppliers.
  - vi. Corporate Resolution of authority to sign and deliver the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary and dated prior to all other submittals.
  - vii. Domestic (Kansas) corporations shall furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State.
  - viii. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State.
  - ix. Construction schedule with major milestones.
2. Such documents must be delivered with ten (10) days of the City's written notification to the successful Bidder. If they are not delivered within such time then the Bidder will be deemed to have abandoned its contract with the City, and the City will award a contract to the next lowest and best Bid.
3. The successful Bidder shall not make claim either for time or money against the City for labor or materials performed or delivered prior to issuance of the Notice to Proceed.
4. The City's responsibility to issue a Notice to Proceed is expressly conditioned on the Contractor's timely execution and delivery prior to issuance of the Notice to Proceed.

**Q. Payment by City:**

1. Payments by the City may be made using any of the following methods of payment, in its sole discretion:
  - i. ACH or wire transfer
  - ii. Check – checks will be mailed to the Contractor's place of business
  - iii. Credit/Purchasing Card for payments under \$1,000
2. The successful bidder will be required to submit financial information as required by the City to enable the use of the aforementioned payment methods and to enable the City to properly report such payments as required by federal law.

**R. Project Completion:**

Upon satisfactory completion of the Contract, a formal Certificate of Completion will be forwarded to the Contractor by the City. The date of substantial completion of the Project will be the starting date of the guarantee period.

**S. Indemnity/Hold Harmless Agreement:**

The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Gardner and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

**T. Open Record:**

Sealed bids received by the City pursuant to this solicitation will be temporarily exempt from disclosure in accordance with the Kansas Open Records Act. Thereafter, bids will be open for inspection by any person pursuant to the Kansas Open Records Act.

**U. Taxes:**

The City of Gardner, as an agency of the State of Kansas, is exempt from paying Kansas sales or use tax per K.S.A. 79-3606 (b), as well as contractors hired by the City who purchase tangible personal property for the use in constructing, equipping, reconstructing, maintaining, repairing, enlarging, furnishing or remodeling facilities for the City. The successful bidder shall be required to comply with K.S.A. 79-3606, as amended. The City's tax-exempt status is valid only when items purchased outside the State are delivered within the State of Kansas.

**V. All Work:**

Shall be in accordance with all Federal and State Laws, Local Ordinances and Building Codes, and the Americans with Disabilities Act, as amended.

## **TERMS & CONDITIONS**

### **A. Bid Guarantee:**

1. Bid Security is required in the amount of at least (5%) of the Bid plus all add Alternates. Bid Security can be in the form of certified or Cashier's Check or Bid Bond acceptable to the City of Gardner, Kansas. Checks are to be made payable to the City of Gardner, Kansas and drawn on a solvent Kansas bank or trust company.
2. Bid Bonds shall be written by a bonding agency approved by the United States Treasury Department and licensed to do business in the State of Kansas.
3. The amount of said Bid Security may be retained by and forfeited to the City of Gardner, Kansas as liquidated damages, if such proposal is accepted, the Contract awarded, and the Bidder fails to enter into a Contract in the form prescribed, with the required bonds, within ten (10) days after such award is made by the City of Gardner, Kansas.
4. The City of Gardner, Kansas reserves the right to retain the Bid Security of the three (3) lowest Bidders until the successful Bidder has entered into an agreement or until sixty (60) days after Bid opening, whichever is the shorter period. All other Bid Securities will be returned as soon as possible.

### **B. Bonds:**

1. Performance Bond, Maintenance Bond and Statutory Payment Bond shall be furnished to the City, by the Contractor, for all contracts over \$100,000, in an amount equal to 100 percent of the Contract sum.
2. The Statutory Payment Bond shall be filed in the office of the District Court of Johnson County. Contractor shall provide the City with a certified copy of said statutory bond as so filed.
3. Bonds furnished shall be written by a surety approved by the U.S. Treasury Department and licensed to do business in the State of Kansas. No work shall commence until bonds are in force.
4. Power of Attorney for the surety company agent must accompany each bond issued, and must be certified to include the date of the bonds.
5. Cost of the bond shall be included in the bid and paid for by the Contractor.

### **C. Insurance:**

Any bidder receiving an award shall be required to provide proof of this insurance, in the form of a Certificate of Insurance, listing the City of Gardner as an additional insured. The following insurance(s) shall be required:

- ☐ Workers' Compensation and Employer's Liability – Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any



reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.

- ☐ Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- ☐ Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
- ☐ Additional Insurance - The Contractor shall be required to purchase an Owner's Protective Liability Insurance Policy, issued on an occurrence basis and covering bodily injury (and death) and property damage, naming the City as named insured. The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions. The original policy shall be placed on file with the City and maintained during the life of the Contract. Such policy shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the Work.
- ☐ Special Hazards - Additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Instructions to Bidders or Special Conditions

**D. Taxes:**

It is the intent of the City to supply the Contractor with a Sales and Compensating Tax Exemption Certificate for use in purchasing materials and supplies used on qualifying projects. Qualifying projects will be identified in the Notice to Bid.

1. Contractor shall, in preparing his proposal, omit from his computed costs all sales and service taxes for qualifying projects.
2. The Contractor will be furnished a copy of the Project Completion Certification.
3. All invoices must be retained by the Contractor for a period of five (5) years and are subject to audit by the Kansas Department of Revenue.
4. Final payment may be held by the City until the City has received the two Project Completion Certifications from the Contractor along with a Consent.

**E. Term of Contract:**

This contract shall commence the day after date of award by the City unless otherwise stipulated in the Notice of Award Letter. The contract shall remain in effect as reflected on the Bid Form.

**F. Completion Time:**

The Contractor will not be allowed to work on site until **September 21, 2020**. Substantial completion shall be achieved **45 calendar days** from Notice of Award to

allow time for the prefabricated bridge to be fabricated and delivered. Final completion shall be achieved **10 calendar days** thereafter.

## AGREEMENT BETWEEN CITY AND CONTRACTOR

This agreement ["Agreement"], is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Gardner, Kansas, [hereinafter "City"], and \_\_\_\_\_, [hereinafter referred to as "Contractor"] for the construction of the following described work: **Kill Creek Digester Cleanout** known as City of Gardner Project No. **WW1808**.

### RECITALS

WHEREAS, the City desires to construct and complete Project No. WW1808.

WHEREAS, in the judgment of the City of Gardner, it is necessary and desirable to employ the Work of Contractor for **Kill Creek Digester Cleanout**.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

### AGREEMENT

#### 1.0 Term of Agreement.

The term of this Agreement shall be until the completion of the project and issuance of a Certificate of Final Completion unless a different term is specified within Exhibit A or unless terminated earlier in accordance with the provisions of Article 2 below. In the event that the Work rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the Governing Body of the City in the establishment of its annual budget.

#### 2.0 Termination.

2.1 City reserves the right to terminate this Agreement for cause or for convenience and without cause or default by providing ten (10) days written notice of such termination to Contractor. Upon receipt of such notice from City, Contractor shall, at City's option as contained in the notice: (1) immediately cease all work; or (2) meet with the City's Project Representative and, subject to City's approval, determine what work shall be required of Contractor in order to bring the project to a reasonable termination in accordance with the request of the City. If the City terminates this Agreement for convenience and without cause, the City shall compensate Contractor for all work completed to date of its receipt of the termination notice and for any additional work the parties might agree is reasonably necessary to bring the project to a reasonable termination point. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. If the City shall terminate for cause or default on the part of Contractor, City shall compensate Contractor for the reasonable cost of its work completed to date of receipt of its termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. The

City also retains its rights and remedies against Contractor including but not limited to its rights to sue for damages, interest and attorney fees.

- 2.2 Authority to Terminate. The City Council has the authority to terminate this Agreement on behalf of the City. In addition, the City Administrator or Department Director, in consultation with the City Attorney, shall have the authority to terminate this Agreement on behalf of the City.

3.0 Work to be Performed.

- 3.1 Contractor's Work. The Work to be performed by Contractor under this Agreement is as described in the Bid Documents, attached and incorporated by reference.

- 3.2 Performance Standard. Contractor represents to City that Contractor is professionally qualified to do this Project and if required, is licensed to practice the Work being offered by all public entities having jurisdiction over Contractor and the Project.

3.3 Assigned Personnel.

- 3.3.1 Contractor shall only assign competent personnel to perform work hereunder. In the event that at any time City, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from City.

- 3.3.2 With respect to this Agreement, the Contractor shall employ the following key personnel: \_\_\_\_\_

- 3.3.3 In the event that any of Contractor's personnel assigned to perform Work under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor's shall be responsible for timely provision of adequately qualified replacements.

- 3.3.4 The Contractor shall **designate** \_\_\_\_\_ **as Principal (name/contact info)** on the Project. As principal on this project, this person shall be the primary contact with the Project Representative and shall have authority to bind Contractor. So long as the individual named above remains actively employed or retained by Contractor, he/she shall perform the function of principal on the Project, unless otherwise agreed to in writing signed by both parties. The Contractor will supply a direct name, phone number and email and will notify the City if this contact information changes during the contract period.

- 3.3.5 City shall designate **Scott Millholland, (913) 856-0986** as the Project Representative to represent the City in coordinating this project with Contractor, with authority to transmit instructions and define policies and decisions of City. The written consent of the Department Director, and if applicable, City Administrator and/or Governing Body, shall be required to approve any increase in Project cost as defined in Exhibit B.

4.0 Time of Performance.

Unless otherwise provide in this Agreement, Contractor shall commence Work upon the Project within **14** days after execution of this Agreement and shall complete such work within **45** calendar days. Time is of the essence.

5.0 Payment.

5.1 City agrees to pay Contractor for the actual work performed on the Project at the rates set forth in the Bid Form, Exhibit B, which is attached hereto and incorporated by reference into this Agreement, the total of which shall not exceed a maximum total fee of \_\_\_\_\_.

5.2 Contractor shall bill City monthly for all work performed. The bill submitted by Contractor shall itemize the work for which payment is requested. City agrees to pay Contractor within thirty (30) days of approval. Contractor agrees to submit herewith such financial information as shall be required by City to enable the City to properly report such payments as required by state or federal law.

5.3 All invoices should be sent to **Scott Millholland**, [smillholland@gardnerkansas.gov](mailto:smillholland@gardnerkansas.gov).

6.0 Cash Basis and Budget Laws.

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws, or if mill levy funds generated are less than anticipated.

7.0 Indemnification.

To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify and hold harmless City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent or intentional acts, errors, or omissions of the Contractor or its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim.

8.0 Insurance.

8.1 The Contractor shall procure and maintain, at its sole expense, throughout the duration of this Agreement, insurance of such types (on an occurrence basis unless otherwise agreed to) and in at least such amounts as required herein (and not less than as required in any bid documents or other contract documents), from an insurance company licensed to do business in the State of Kansas, the following insurance coverages as may be necessary to protect the Contractor and the City and agents of the City against all hazards or risks of loss as hereinafter specified:

- Workers' Compensation and Employer's Liability - Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.
- Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
- Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
- Professional Liability - The Contractor shall maintain Professional Liability insurance in an amount not less than \$500,000, and shall provide the City with certification thereof.
- Additional Insurance - The Contractor shall be required to purchase an Owner's Protective Liability Insurance Policy, issued on an occurrence basis and covering bodily injury (and death) and property damage, naming the City as named insured. The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions. The original policy shall be placed on file with the City and maintained during the life of the Contract. Such policy shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the Work.
- Special Hazards - Additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Instructions to Bidders or Special Conditions

8.2 The City shall be named additional insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

8.3 Industry Ratings - The City will only accept coverage from an insurance carrier who offers proof that it:

- 1) Is licensed to do business in the State of Kansas;
- 2) Carries a Best's policyholder rating of A or better;
- AND
- 3) Carries at least a Class X financial rating.
- OR

Is a company mutually agreed upon by the City and Consultant.

8.4 All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.

8.5 All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.

9.0 Conflict of Interest.

Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its Work hereunder, including under 31 U.S.C.S. Section 1352. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed.

10.0 Nondiscrimination.

Contractor must comply with the Kansas Act Against Discrimination and if applicable, execute a Certificate of Nondiscrimination and Affirmative Action as provided in K.S.A. §44-1030. The Contractor further agrees that the Contractor shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans with Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

11.0 Facilities and Equipment.

Contractor shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the Project as designated, described in accordance with this Agreement, including any attached exhibits and any addendums to this Agreement.

12.0 Accessibility.

Contractor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Contractor shall also comply with applicable requirements with the Americans with Disabilities Act (ADA), as amended, which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

13.0 Records, Ownership and Inspection.

13.1 Ownership of Documents.

All documents prepared by Contractor in the performance of this Agreement, although instruments of professional service, are and shall be the property of City, whether the project for which they are made is executed or not.

13.2 Open Records.

In recognition of the City's obligations under the Kansas Open Records Act ("KORA"), Contractor acknowledges that this Agreement along with any reports and/or records provided pursuant to this Agreement are public documents and are subject to disclosure under KORA.

13.3 Maintenance of Records.

Except as otherwise authorized by the City, Contractor shall retain such documentation for a period of three (3) years after receipt of final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

14.0 Independent Contractor.

It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining worker's compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employee's compensation.

15.0 Compliance with Laws.

15.1 The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

15.2 Pursuant to K.S.A. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court of Johnson County, Kansas. These forms may be obtained at the Office of the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of the Contract.

16.0 Assignment.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be



of any force or effect whatsoever unless and until the other party shall have so consented. The subcontracting, assignment, delegation or transfer of the Work shall in no way relieve the Contractor of its primary responsibility for the quality and performance of such Work.

17.0 Confidentiality.

All reports and documents prepared by Contractor in connection with the performance of this Agreement are confidential until released by City to the public. Contractor shall not make any such documents or information available to any individual or organization not employed by Contractor or City without the written consent of City before any such release.

18.0 Notices.

All notices hereunder shall be given in writing and sent as follows:

To City: Scott Millholland, Plant Superintendent

Phone: (913) 856-0986

Email: [smillholland@gardnerkansas.gov](mailto:smillholland@gardnerkansas.gov)

To Contractor:

19.0 Amendments.

19.1 This document represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, and agreements, either written or oral.

19.2 This document may be amended only by written instrument, signed by both City and Contractor.

20.0 No Third Party Beneficiaries.

City and Contractor specifically agree that this Agreement is not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

21.0 Force Majeure.

City shall not be responsible for any delay or failure of performance resulting from fire, flood, other acts of God, vandalism, strike, labor dispute of a third party, domestic or international unrest, delay in receipt of supplies, energy shortage or failure, or any other cause beyond its reasonable control.

22.0 Titles.

The titles in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

23.0 Negotiations.

City and Contractor agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

24.0 Costs and Attorney Fees.

If on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

25.0 Severability.

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

26.0 Authority to Enter into Agreement.

Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

27.0 Incorporation of Appendices.

Exhibit A - City BID #\_\_\_\_\_, Addendum No. 1 to BID #\_\_\_\_\_, and Exhibit B - Contractor's Response to BID #\_\_\_\_\_ are attached hereto and made a part hereof as if fully set out herein.

28.0 Entire Agreement.

This Agreement represents the entire agreement between the Parties hereto and any provision not contained herein shall not be binding upon either party, nor have any force or effect.

29.0 Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Kansas and, in the event of litigation, the sole and exclusive venue shall be within the District Court of Johnson County, Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF GARDNER, KANSAS

CONTRACTOR

\_\_\_\_\_  
(Mayor/City Administrator)

\_\_\_\_\_  
Its Authorized Agent (*Insert Name, Title*)

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan Denk, City Attorney

EXHIBIT A - BID #\_\_\_\_\_

EXHIBIT B - CONTRACTOR'S RESPONSE TO BID #\_\_\_\_\_

**Kill Creek Treatment Plant  
Digester Cleaning  
Scope of Work**

- **General Description:** The City of Gardner, KS is seeking qualified contractors to perform a cleaning of 2 digesters located at their Kill Creek Waste Water Plant. The digester will have sludge, debris, hair and rags that have accumulated over the last fifteen years. This material is to be dewatered and hauled to a licensed solid waste landfill for disposal. Facility contact is Scott Millholland, e-mail, [smillholland@gardnerkansas.gov](mailto:smillholland@gardnerkansas.gov)

**1. Services Provided by Owner**

- Sludge will be drawn down by the owner and then turned over to the contractor.
- Equipment resources to be provided by WRRF, non- potable water, electricity, and a filtrate discharge location for the belt filter press operation or other removal process.
- There will be a 2-week break between the tanks to allow the plant to draw down the second tank.

**2. Services Provided by Contractor**

- Remove remaining solids from the digester and dewater using a belt filter press or other means.
- Disposal of the material
- Hose down the inside of digesters and clean for inspection.
- Bottom of floor needs to be visible and inspected.
- All miscellaneous tools and equipment including, but not limited to, ladders, ventilation equipment, lights, confined entry safety equipment, etc. will be the responsibility of the contractor.

**Safety**

- Contractor must comply with all safety requirements as noted by the City of Gardner

## MEASUREMENT AND PAYMENT

### **MP-1 GENERAL**

- A. It is the intention of this section of the specifications to set forth the method of measurement and payment for that part of the work on the Contract Documents that will be directly paid for at the price bid per unit of measure.
- B. All the work to be performed under this contract will be paid for at the lump sum or unit prices stated in the proposal of the accepted BIDDER. Unit price payments will be based upon the measurement of installed items and lump sum shall constitute full compensation for all labor, materials, tools, equipment and incidentals required to complete the work, as described in accordance with the Contract Documents. Any material, equipment or operation not specifically mentioned, however, required for proper completion of the work shall be considered to be incidental to the unit price pay item to which it pertains.
- C. Quantities listed in the bid form are estimated and are not guaranteed. Estimated quantities indicated only for convenience in comparing bids. Payment will be made for actual quantities constructed or installed, be they more or less than those listed unless otherwise indicated; said quantities being measured and determined as follows.
- D. No adjustments shall be made to unit prices listed on the bid form, for the measured and determined actual quantities constructed or installed, be they more or less than the estimated quantity.
- E. The CONTRACTOR shall provide temporary walks, fencing, barricades or other protective measures as necessary to ensure the safety of the public traversing the construction site. Equipment storage areas and material stockpiles shall be located on sites provided by the CONTRACTOR with due regard to location, appearance, and hazard potential to the traveling public.
- F. Temporary construction entrance, temporary surfacing or any interim construction necessary shall be maintained by the CONTRACTOR at all times and shall be constructed of a material approved by the City Engineer. This work shall be subsidiary to other bid items.

### **MP-2 MOBILIZATION**

- A. "Mobilization" shall be measured as a lump sum and shall include contractor profit and overhead, mobilization, access to site, installation and maintenance of construction entrance, utility coordination and misc. appurtenant items necessary for the construction of the improvements.
- B. Payment shall be made at the contract lump sum price bid as shown in the proposal for "Mobilization". Payment shall be full compensation for

## MEASUREMENT AND PAYMENT

furnishing all materials, labor, equipment, tools, supplies, traffic control, mobilization and incidental related items necessary for mobilization.

### **MP-3 DIGESTER CLEANING & EQUIPMENT**

- A. “DIGESTER CLEANING & EQUIPMENT” shall be measured as a lump sum for the project includes, but is not limited to, the dewatering, cleaning, hauling and disposal of 2 digesters waste products that include, sludge, debris, hair, and rags removal.
- B. Payment shall be made at the contract lump sum price bid as shown in the proposal. Payment shall be full compensation for furnishing all labor, equipment, proper disposal, all appurtenant work and delivery of existing blowers to Owner’s designated location as described in the Contract Documents.

### **MP-4 FORCE ACCOUNT**

- A. The Force Account Item shall be used, at the discretion of the City Project Manager, as a contingency for any unexpected issues.
- B. Payment for work under this item shall be paid for on an extra work basis not to exceed the contract set price for “Force Account.” Before the extra work is performed, the Contractor shall submit his proposed price for approval by the Project Manager, and shall have received the written approval of the City Project Manager for the proposed extra work.





## PROPOSER'S AFFIDAVIT

PROJECT # WW1808

This completed Proposer's Affidavit form must be submitted with the Proposer's Bid and will become a part of any agreement that may be awarded. This Proposer's Affidavit must be signed by an authorized representative. If the Proposal Signature Form is not signed by an authorized representative or submitted with the proposal, the proposal is considered non-responsive.

### Please type or print:

Legal Name of Person, Firm or Corporation: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

Type of Organization: ☐ Individual ☐ Small Business ☐ Non-profit  
☐ Partnership ☐ Corporation ☐ Joint Venture

Attach copies of all such licenses, permits or certificates issued to the business entity.

The undersigned person by his/her signature affixed hereon warrants that:

- A. He/she is an officer of the organization.
- B. He/she has been specifically authorized to offer a bid in full compliance with all requirements, and conditions, as set for in this Invitation for Bid.
- C. The Proposer complies with all of the requirements of the Bid.
- D. The Proposer certifies all products and services in the bid meet or exceed all requirements of this specification as set forth in the Bid and that all exceptions are clearly identified.
- E. He/she received the following addenda to the Invitation to Bid (indicate number and date of each):  
Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public)

(seal, if any)

My commission expires: \_\_\_\_\_



**BID FORM**

**PROJECT #WW1808**

All Bid Pricing is to be in accordance with all General Conditions, Special Conditions, and Minimum Specifications as stated within this Request for Bid. Failure to complete the following form(s) shall result in your Bid being deemed non-responsive and rejected without any further evaluation.

Bid Tabulation -					
No.	Item	Qty.	Unit	Unit Price	Cost
1	Mobilization	1	LS		
2	Digester & Equipment	1	LS		
4	Force Account	1	LS	\$5,000.00	\$5,000.00
				<b>Subtotal:</b>	

**TOTAL BID (KILL CREEK Digester Cleaning)** \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public)

(seal, if any)

My commission expires: \_\_\_\_\_



## BIDDER'S QUALIFICATION STATEMENT

PROJECT # WW1808

- 
1. The name, address, telephone number/fax number/email address of the bidder.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Fax/Email: \_\_\_\_\_

2. Years in business \_\_\_\_\_

3. List of contractors owned equipment available for this project. Attach as separate submittal, if necessary.

\_\_\_\_\_  
\_\_\_\_\_

4. List of equivalent type projects within the last four (4) years. Attach as separate submittal, if necessary.

i. Name of Client: \_\_\_\_\_ Date of Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Project: \_\_\_\_\_  
\_\_\_\_\_

ii. Name of Client: \_\_\_\_\_ Date of Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Project: \_\_\_\_\_  
\_\_\_\_\_

iii. Name of Client: \_\_\_\_\_ Date of Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Project: \_\_\_\_\_  
\_\_\_\_\_

5. List of person(s) who will supervise and be available to perform the work on this project and the number of years' experience.

<b>Role:</b>	<b>Names:</b>	<b>Years of Experience:</b>
Project Manager:		
Superintendent:		
Foreman:		
Other Personnel:		

6. List of Proposed Major Subcontractors:

Each bidder shall enter in the space provided the name(s) of major subcontractors the bidder proposes to employ and the type of work the subcontractor will perform. A major subcontractor is defined as a subcontractor whose subcontract constitutes approximately five (5) percent or more of the total contract price.

<b>Subcontractor</b>	<b>Address</b>	<b>Phone #</b>	<b>Type/Scope of Work</b>

7. Such additional information as will assist the City in determining whether the bidder is adequately prepared to fulfill the contract. Attach a separate submittal, if necessary.

---

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of bidder's qualifications.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public) (seal, if any)

My commission expires: \_\_\_\_\_



## SUBCONTRACTOR'S QUALIFICATION STATEMENT

PROJECT # WW1808

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Please fill out a form for each subcontractor the contractor proposes to employ. Copy this form if additional forms are required and attach as separate submittals to the Proposal.

1. The name, address, telephone number/fax number/email address of the Subcontractor.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Fax/Email: \_\_\_\_\_

2. Years in business \_\_\_\_\_

3. List of Subcontractors owned equipment available for this project. Attach as separate submittal, if necessary.

---

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4. List of equivalent type projects within the last four (4) years. Attach as separate submittal, if necessary.

i. Name of Client: \_\_\_\_\_ Date of Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Project: \_\_\_\_\_

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ii. Name of Client: \_\_\_\_\_ Date of Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Project: \_\_\_\_\_

---

iii. Name of Client: \_\_\_\_\_ Date of Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Project: \_\_\_\_\_

---

5. List of person(s) who will supervise and be available to perform the work on this project and the number of years' experience.

<b>Role:</b>	<b>Names:</b>	<b>Years of experience:</b>
Project Manager		
Superintendent		
Foreman:		
Other Personnel:		

6. Such additional information as will assist the City in determining whether the bidder is adequately prepared to fulfill the contract. Attach a separate submittal, if necessary.

---

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of subcontractor's qualifications.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by

\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public) (seal, if any)

My commission expires: \_\_\_\_\_



**CERTIFICATE OF NONDISCRIMINATION  
MANDATORY PROVISIONS**

**PROJECT # WW1808**

---

K.S.A. § 44-1030(a) provides that every contract for or on behalf of the City of Gardner, Kansas for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees to the following:

- (1) that the contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, age, national origin or ancestry;
- (2) that in all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer," or similar phrase as approved by the state commission;
- (3) that if the contractor fails to comply with the manner in which the contractor reports to the state commission in accordance with the provision of K.S.A. § 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Gardner;
- (4) that if the contractor is found guilty of a violation of the Kansas Act Against Discrimination under decision or order of the state commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Gardner; and
- (5) that the contractor shall include the provisions of K.S.A. § 44-1030(a) subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of K.S.A. § 44-1030(a) shall not apply to a contract entered into by a contractor: (1) who employs fewer than four (4) employees during the term of such contract; or (2) whose contracts with the City of Gardner cumulatively totals \$5,000 or less during the same fiscal year.

---

**By signing this Certificate of Nondiscrimination, contractor acknowledges inclusion of the requirements of K.S.A. 44-1030(a) in the base contract and in all subcontracts.**

DATE: \_\_\_\_\_

\_\_\_\_\_  
Contractor/Principal

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

CORPORATE SEAL

\_\_\_\_\_  
(Official Title of Signer)



NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

PROJECT # WW1808

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn deposes and says that:

- (1) He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees of parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Gardner, KS or any person interested in the proposed Contract;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Bidder: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by

\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public)

(seal, if any)

My commission expires: \_\_\_\_\_





**BID BOND**

**PROJECT # WW1808**

---

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_ as Principal, hereinafter called the Principal, and \_\_\_\_\_ a corporation duly organized under the laws of the State of \_\_\_\_\_ as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Gardner Kansas, as Obligee, hereinafter called the Obligee, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a bid for the following project:

**PROJECT: KILL CREEK DIGESTER CLEANOUT**

**NOW THEREFORE**, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this/her obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this/her \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[SEAL]

\_\_\_\_\_  
[Contractor/Principal]

\_\_\_\_\_  
[Title]

ATTEST:

\_\_\_\_\_  
[Secretary]

\_\_\_\_\_  
[Surety Company]

[SEAL]

By:

\_\_\_\_\_  
[Attorney-in-fact]



## PERFORMANCE BOND

### PROJECT WW1808

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**KNOW ALL MEN BY THESE PRESENTS** that we, the undersigned of \_\_\_\_\_, as Principal, hereinafter referred to as the "Contractor," and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Kansas, hereinafter referred to as the "Surety," are held and firmly bound unto the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which sum, well and truly to be made to the City of Gardner, Kansas, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents:

#### **THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:**

**WHEREAS**, the above bonded Contractor, has on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, executed a written Agreement with the City for furnishing in a good, substantial and workmanlike manner all construction labor, materials, equipment, tools, transportation, superintendence, and other facilities and accessories, for and in connection with the satisfactory and timely performance of all Work and construction of certain improvements referred to as **KILL CREEK DIGESTER CLEANING**, more particularly designated, defined and described in the Agreement and the Contract Documents, and in accordance with the Specifications and Plans and other Contract Documents thereto; a copy of said Agreement is attached hereto and made a part hereof.

**NOW THEREFORE**, if said Contractor shall and will, in all particulars promptly and faithfully perform and abide by each and every covenant, condition, and part of said Agreement, and the Conditions, Specifications, Plans and other Contract Documents hereto attached or by reference made a part hereof, according to the true intent and meaning in each case, and said improvements shall be constructed and completed in strict accordance with the Contract Documents, conditions, specifications, plans and other documents, and if said Contractor shall replace all defective parts, material and workmanship for a period of two (2) years after acceptance by the City, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.

**PROVIDED**, if said Contractor fails in any particulars to duly and faithfully observe, perform and abide by each and every covenant, condition, and part of the said Agreement and the Conditions, Specifications, Plans and other Contract Documents, thereto attached, or, by reference made a part thereof, according to the true intent and meaning in each case, or if said Contractor shall fail to replace all defective parts, material and workmanship for a period of two (2) years after acceptance by the City then the surety will pay the costs to complete the project and/or the costs to repair any defective parts for the period of two (2) years after acceptance, and any other damages incurred by the owner in procuring completion and/or repair, such amount not exceeding the amount of this obligation, together with interest as provided by law.

**PROVIDED FURTHER**, that if the said Contractor fails to duly pay for any labor, materials, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, greases, coal, equipment and tools consumed or used in said work, groceries and foodstuffs, and all insurance premiums, compensation; liability and otherwise, or any other supplies or materials used or consumed by

such Contractor or his, their, or its subcontractors in performance of the Work contracted to be done, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law.

**PROVIDED, FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or Contract Documents or the Work to be performed hereunder, or the Specifications, plans or other documents accompanying the same, shall in any way affect its obligations on this Performance Bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Agreement, or Contract Documents or to the Work, or to the Specifications, plans and other documents.

**PROVIDED FURTHER**, that it is expressly agreed that the bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the contract price more than fifty percent (50%), so as to bind the Contractor and the Surety to the full and faithful performance of the Agreement so amended. The term "amendment," wherever used in this bond, and whether referring to this bond or the Agreement, shall include any alteration, addition, extension, or modification of any character whatsoever.

**IN TESTIMONY WHEREOF**, the said Contractor has hereunto set his/her hand, and the said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

[SEAL]

\_\_\_\_\_  
[Contractor/Principal]

\_\_\_\_\_  
[Title]

[SEAL]

\_\_\_\_\_  
[Surety Company]

By:

\_\_\_\_\_  
[Attorney-in-fact]

By:

\_\_\_\_\_  
[Kansas Agent]

**NOTES:**

1. Date of bond must not be prior to date of contract.
2. If Contractor is partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Kansas.
4. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.



## STATUTORY PAYMENT BOND

### PROJECT WW1808

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#### KNOW ALL MEN BY THESE PRESENTS:

THAT we, the undersigned, \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as "Contractor", and \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Kansas, as "Surety", are held and firmly bound unto the State of Kansas, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, or heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

#### THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded CONTRACTOR has, on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, entered into an Agreement with the City of Gardner, Kansas, for furnishing all tools, equipment, materials and supplies, performing all labor and constructing **Project: KILL CREEK DIGESTER CLEANING**, described in the attached Agreement, Contract Documents, Specifications, Plans, and other documents on file in the office of the City Clerk of Gardner, Kansas.

NOW, THEREFORE, if the CONTRACTOR and his SUBCONTRACTORS shall pay all indebtedness incurred for supplies, materials, or labor furnished, used or consumed in connection with, or in, or about the construction or making of, public improvements, including gasoline, lubricating oils, fuel oils, greases, coal, and similar items used or consumed directly in furtherance of such improvements described in the above-mentioned Agreement and Contract Documents, this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement and the Contract Documents or to the work to be performed thereunder, or the Specifications or Plans accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, Contract Documents or to the Specifications or Plans.

PROVIDED FURTHER, that the surety agrees that any person to whom there is due any sum for supplies, materials, or labor, as herein before stated, or his assigns, may bring an action on this bond for the recovery of the indebtedness; PROVIDED, that no action shall be brought on the bond after six (6) months from the completion of said public improvements.

PROVIDED FURTHER, that it is expressly agreed that this bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the contract price more than fifty percent (50%), so as to bind the Contractor and the Surety to the full and faithful performance of the Agreement as so amended. The term "amendment," wherever used in this bond and whether referring to this bond or the Agreement shall include any alteration, addition, extension or modification of any character whatsoever.

IN TESTIMONY WHEREOF, the CONTRACTOR has hereunto set his hand, and said surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its attorney-in-fact duly authorized to do so at \_\_\_\_\_ on this, the day of \_\_\_\_\_, 2020.

[SEAL]

\_\_\_\_\_  
[Contractor/Principal]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Surety Company]

[SEAL]

By:

\_\_\_\_\_  
[Attorney-in-fact]

By:

\_\_\_\_\_  
[Kansas Agent]

NOTE:

1. A Statutory Bond is required only in connection with a Contract exceeding one hundred thousand dollars (\$100,000) in accordance with K.S.A. 60-1111 as amended.
2. Contractor shall be responsible for seeing to it that this Statutory Bond is filed with the Clerk of the District Court for Johnson County, Kansas.
3. Date on bond must not be prior to date of contract.
4. If Contractor is partnership, all partners should execute bond.
5. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Kansas.
6. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.



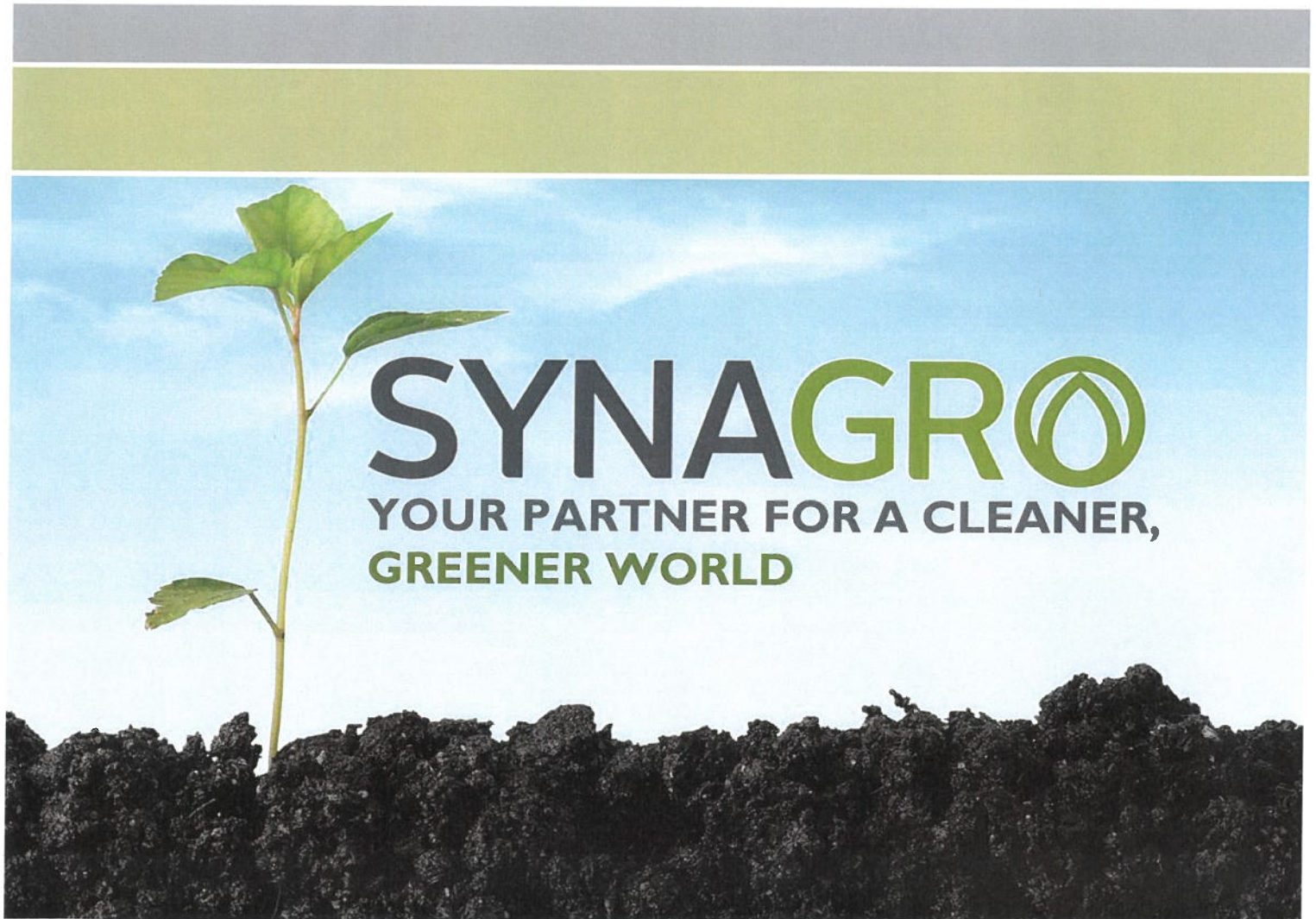
# Proposal to Provide Kill Creek Water Resource Recovery Facility Digester Cleanout

to the

## City of Gardner, Kansas



Submitted on  
August 28, 2020





435 Williams Court, Suite 100  
Baltimore, MD 21220  
www.synagro.com



AUGUST 28, 2020

**City of Gardner**  
Utilities Department  
1150 E. Santa Fe St.  
Gardner, KS, 66030.

**Re: Kill Creek Water Resource Recovery Facility Digester Cleanout RFP**

Ladies and Gentlemen:

Synagro Central, LLC (Synagro) is pleased to respond to the City of Gardner's Request for Proposal for the Kill Creek Water Resource Recovery Facility Digester Cleanout project. We have enclosed for your review our completed bid forms and qualifications information.

Having been in business for over 40 years, Synagro is one of the largest residuals management companies in the country with over 650 municipal and industrial customers and operations in 33 states. We provide various biosolids and residuals management services to water and wastewater treatment plants and have extensive equipment and personnel resources to perform land application of biosolids for the City of Gardner and the Kill Creek Water Resource Recovery Facility Digester Cleanout.

Thank you for the opportunity to submit our bid for this project. If you have any questions about our submittal or require any additional information, please contact me at (772) 971-6286 or eday@synagro.com. We look forward to hearing from you soon.

Warm regards,

*Erika Day*

Erika Day  
Area Sales Manager

ED:sd



**BID BOND**

**PROJECT # WW1808**

**KNOW ALL MEN BY THESE PRESENTS**, that Synagro Central, LLC as Principal, hereinafter called the Principal, and Berkley Insurance Company a corporation duly organized under the laws of the State of Delaware as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Gardner Kansas, as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid Dollars (\$ 5% of Amount Bid ), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a bid for the following project:

**PROJECT: KILL CREEK DIGESTER CLEANOUT**

**NOW THEREFORE**, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this/her obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this/her 19th day of August, 2020.

[SEAL]

Synagro Central, LLC

*Matt Robo*

[Contractor/Principal]

*CHIEF COMMERCIAL OFFICER*

[Title]

ATTEST:

*E. A. K...*

[Secretary]

*Sales Support Manager*

[SEAL]

Annette Audinot

Witness as to Surety

Berkley Insurance Company

[Surety Company]

By:

*Kelly O'Malley*

[Attorney-in-fact]



# BERKLEY INSURANCE COMPANY

## STATUTORY BALANCE SHEET

DECEMBER 31, 2019

(AMOUNTS IN THOUSANDS)

### Admitted Assets

Bonds	\$	9,464,380
Common & Preferred Stocks		4,216,035
Cash & Short Term Investments		828,890
Premiums Receivable		1,771,259
Other Assets		<u>3,613,986</u>
<u>Total Admitted Assets</u>	\$	<u>19,894,550</u>

### Liabilities & Surplus

Loss & LAE Reserves	\$	10,255,713
Unearned Premium Reserves		2,815,353
Other Liabilities		<u>810,422</u>

<u>Total Liabilities</u>	\$	<u>13,881,488</u>
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Common Stock	\$	43,000
Preferred Stock		10
Additional Paid In Capital		2,914,492
Unassigned Surplus		<u>3,055,560</u>

<u>Total Policyholders' Surplus</u>	\$	<u>6,013,062</u>
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<u>Total Liabilities &amp; Surplus</u>	\$	<u>19,894,550</u>
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### Officers:

President: William Robert Berkley, Jr.  
Secretary: Ira Seth Lederman  
Treasurer: Richard Mark Baio  
Asst. Treasurer: Bertman Adam Braud, Jr.  
Asst. Treasurer: Ann Marie Collins  
Asst. Treasurer: Susan Paula Tingleff

### Directors:

William Robert Berkley  
(Executive Chairman)  
William Robert Berkley, Jr.  
Ira Seth Lederman  
Richard Mark Baio  
Paul James Hancock  
Carol Josephine LaPunzina  
James Gerald Shiel

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Kristin S. Bender; Annette Audinot; Kelly O'Malley; April D. Perez; Jessica Innotta; or Megan Schlueter of Marsh USA, Inc. of Morristown, NJ* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 11<sup>th</sup> day of July, 2019.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman  
Executive Vice President & Secretary

By

Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 11<sup>th</sup> day of July, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

*Maria C. Rundraken*  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 19<sup>th</sup> day of August, 2020

(Seal)

*Vincent P. Forte*  
Vincent P. Forte

435 Williams Court, Suite 100  
Baltimore, MD 21220  
www.synagro.com



July 30, 2020

Delegation of Authority

FROM: Matt Robertson, Chief Commercial Officer

TO: Emil Kneis, Sales Support Manager

In consideration of the closing of our corporate office in response to the COVID-19 pandemic and in anticipation of continued disruption in normal company procedures, I, Matt Robertson as Chief Commercial Officer of Synagro Technologies, Inc. and all of its affiliates and subsidiaries, hereby delegate to you, Emil Kneis, authority to sign binding bids and awarded contracts as an officer or as an authorized person. Such authority does not alter our internal approval processes. This delegation of authority is valid from the date of this letter until revoked by me.

A handwritten signature in blue ink that reads "Matt Robertson".

Matt Robertson

Chief Commercial Officer

Date JULY 30, 2020

A handwritten signature in black ink that reads "Constance A. Reynolds".

Constance A. Reynolds  
Notary Public  
Anne Arundel County, Maryland  
My Commission Expires  
September 28, 2023



**UNANIMOUS WRITTEN CONSENT  
OF THE DIRECTORS OF  
SYNAGRO-WWT, INC.**

The undersigned, being the Directors of Synagro-WWT, Inc. a Maryland Corporation (the "Company"), for the purpose of taking action without meeting and waiving all notice requirements with respect thereto, hereby consents to, adopt and approve the following resolutions:

Resignation of Officers

**RESOLVED**, that the resignations of Michelle Hamann and Daniel Neary as Assistant Secretaries and Michael Schwartz and William Lucas as Vice Presidents of the Company are hereby accepted effective October 26, 2018.

Appointment of Officers

**RESOLVED**, that the following individuals be and hereby is approved, adopted and ratified as an officer of the Company until his respective successor shall have been duly appointed and qualified:

Michael Fegan  
Matthew Robertson  
Elizabeth Grant

Chief Operating Officer  
Chief Commercial Officer  
Assistant Secretary

Enabling Resolutions

**FURTHER, RESOLVED**, that the officers of the Company be, and they hereby are, authorized to take, or cause to be taken, any and all actions which they may deem necessary or desirable in connection with effectuating the above resolutions; and

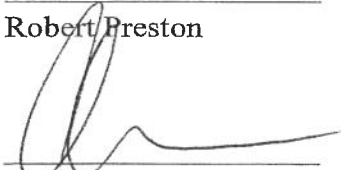
**FURTHER, RESOLVED**, that the actions of the officers of the Company previously taken in connection the above resolutions be, and they hereby are, in all respects authorized, ratified and confirmed as the acts and deeds of the Company.

**FURTHER, RESOLVED**, that the officers of the Company be, and hereby are, authorized to take, or cause to be taken any and all actions which they may deem necessary or desirable in connection with binding the Company.

IN WITNESS WHEREOF, the undersigned Directors have executed this Unanimous Written Consent effective as of October 20, 2018.



Robert Preston



Alan Slepian



Benny C. Smith, Jr.

## **Gardner Utilities Department**



### **REQUEST FOR PROPOSALS**

#### **Kill Creek Water Resource Recovery Facility Digester Cleanout**

**August 2020**

Contact Information:  
Scott Millholland Plant Superintendent  
(913) 856-0986



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### REQUEST FOR PROPOSALS

#### Kill Creek Water Resource Recovery Facility Digester Cleanout

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## CITY OF GARDNER

### Invitation For Bids

**Issue Date:**

August 12, 2020

**Bid Deadline and Opening:**

August 28, 2020 at 11:00 AM (local time)  
City of Gardner  
Utilities Department  
1150 E Santa Fe Street  
Gardner, KS 66030

**Contact:**

Scott Millholland, Plant Superintendent  
Phone: (913) 856-0986  
Email: [smillholland@gardnerkansas.gov](mailto:smillholland@gardnerkansas.gov)

**Description:** The City of Gardner is requesting bids for the Kill Creek WRRF Digester Cleanout project. The project includes, but is not limited to, the dewatering, cleaning, hauling and disposal of 2 digester waste products that include: sludge, debri, hair, and rags removal.

Copies of bid documents can be viewed or purchased for a non-refundable fee online at [www.drexeltech.com](http://www.drexeltech.com) in their eDistribution plan room, additional assistance is available at [distribution@drexeltech.com](mailto:distribution@drexeltech.com). Information regarding this project can be found in the "Public Jobs" link on the website. Contractors desiring the Contract Documents for use in preparing bids may also obtain a set of such documents from Drexel Technologies; 10840 West 86th Street, Lenexa, KS 66214, 913-371-4430. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies, Inc. Copies of the Request for Proposal documents can also be requested through the Utilities Department on file at the Utilities Department, 1150 E. Santa Fe Street, Gardner, KS, 66030.

Sealed bids are due prior to the Bid Deadline indicated above and must be marked "Bid for: **Kill Creek Digesters Cleanout Project WW1808**". Any bid received after the designated closing time will be returned to Bidder unopened.

No oral, telegraphic, facsimile or telephonic Bids or Bid alterations or corrections will be considered.

The City reserves the right to accept or reject any and all Bids and to waive any technicalities or irregularities therein. Bids may only be withdrawn or corrected pursuant to the provisions of K.S.A. 75-6902, as amended, et seq. Bids may be modified or withdrawn by written request of the Bidder if such requests are received in the office of the City Clerk, prior to the time and date for Bid opening.

## INSTRUCTIONS TO BIDDERS

### PROJECT WW1808

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#### **A. General Statement:**

The Bidder shall submit all bids on the forms provided as part of these Bid Documents and in compliance with these Instructions. All appropriate blanks shall be filled-in and the appropriate individual on behalf of him/herself or the entity submitting the bid shall sign the Bid Proposal. Each bid must be enclosed in a sealed envelope plainly marked "Bid for: KILL CREEK DIGESTER CLEANOUT PROJECT". Pursuant to the Notice to Bidders, Bids shall be addressed to "City of Gardner, Kansas, Attention: "Scott Millholland".

#### **B. Bidding Documents:**

1. Bidding Documents and Plans may be obtained from:  
Drexel Technologies  
www.drexeltech.com  
10840 W. 86<sup>th</sup> Street  
Lenexa, KS 66214
2. Complete sets of Bidding Documents shall be used in preparing Bids. Bidding documents consist of the Bid, Contract, and any Plans or other supporting documentation.
3. Neither the City, nor any employee, nor any entity in contract with the City, assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
4. The City, in making copies of the Bid Documents available on the above terms, does so only for the purpose of obtaining bids on the Work and does not confer a license or grant for any other use.
5. Bids shall include furnishing all labor, materials, equipment and performing the Work for the project in strict accordance with the Bidding Documents and any Addenda.

#### **C. Inquiries:**

Inquiries regarding the project should be directed to:  
Scott Millholland, Plant Superintendent  
913.856.0986  
smilholland@gardnerkansas.gov

The City's representative for the duration of this project is:

Scott Millholland  
1150 E. Santa Fe St.  
Gardner, KS 66030  
913.856.0986  
smilholland@gardnerkansas.gov



**D. Project Timeline:**

The following dates are provided in addition to those previously stated to help interested Bidders in planning participation in the project herein. The dates listed, however, are in no way guaranteed and are subject to change without notice.

Bid Issue Date	August 12, 2020
Bid Opening	August 28, 2020, 11:00 a.m.
City Council Meeting	September 14, 2020

**E. Bidders Representation:**

In order to induce the City to accept their Bid, in addition to and not in lieu of any other representations and warranties contained in the Bidding Documents, the Bidder represents and warrants the following to the City:

1. The Bidder and their subcontractors are financially solvent and possess sufficient working capital to complete the Work and perform all obligations hereunder;
2. The Bidder is able to provide the tools, materials, supplies, equipment, and labor required to complete the Work and perform the Bidder's obligations hereunder;
3. The Bidder is now and will continue to be authorized to do business in the State of Kansas, and is now and will continue to be properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Bidder and over the Work and the Project;
4. The Bid and execution of the Bidding Documents and the Bidder's performance thereunder are within the Bidder's duly authorized powers;
5. The Bidder has made an exhaustive study of the Bidding Documents; understands the terms and provisions thereof; has sought or will timely seek any and all necessary clarifications prior to submitting the Bid and that the Bid is made in accordance with the foregoing;
6. The Bidder has visited the project site and is completely familiar with any local and special conditions under which the Work is to be performed and has correlated such knowledge with the requirements of the Bidding Documents;
7. The Bid is based upon the materials, systems, and equipment described in the Bidding Documents without exception;
8. The Bidder certifies that his bid is submitted without collusion, fraud, or misrepresentation as to other Bidders, so that all bids for the project result from a free, open and competitive bidding environment;
9. The Bidder possess a high level of experience and expertise in the business administration, management, and superintendence of projects of the size, complexity, and nature of this particular project, and that the Bidder will perform the Work with care, skill and diligence of such a Contractor;
10. The Bidder acknowledges that the City is relying upon this Bidder's skill and experience in connection with the Work being bid herein;
11. That complete sets of Bidding Documents were used in preparing the bid and that the City is not responsible for errors or misinterpretations resulting from the use of incomplete sets of such documents.

**F. General Instructions:**

1. The foregoing warranties are in addition to, and not in lieu of (A) any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance of the Work and, (B) any and all other warranties, representations and certifications made in the Bidding Documents. The Contractor's liability hereunder shall survive the City's final acceptance of and payment for the Work. All representations and warranties set forth herein and in the Contract Documents shall survive the final completion of the Work or the earlier termination of this Agreement.
2. Any or all Bidders may be required by the City to furnish information to support the Bidder's capability to fulfill the Contract if awarded the Contract. Such information does not need to be submitted with the Bid, but may be requested at the City's option. Such information may include, but not be limited to, the following:
  - i. Proof of registration with the Kansas Director of Taxation (K.S.A. 79-1009).
  - ii. Proof of registration with the Kansas Secretary of State.
  - iii. List of projects of similar size and type the Bidder has constructed or in which the Bidder has been engaged in a responsible capacity.
  - iv. Evidence the Bidder maintains a permanent place of business.
  - v. A current financial statement.
3. Examination: Before submitting a Bid, each Bidder shall examine carefully all documents pertaining to the work and visit the site to fully inform himself of the condition of the site and the conditions and limitations under which the work is to be performed.
4. Submission of a Bid will be considered presumptive evidence that the Bidder has fully informed himself of the conditions of the site, requirements of the Contract Documents, and of pertinent national, state and local codes and ordinances, and that the Bid made allowances for all conditions, requirements and contingencies.
5. Bidder requiring clarification or interpretation of the Bidding Documents shall make such requests (in writing only) of the Project Manager at least ten (10) days before the date for receipt of bids.

**G. Addenda:**

1. Any interpretations, corrections or changes to the Bidding Documents will be made by Addenda.
2. Written Addenda will be distributed online through [www.drexeltech.com](http://www.drexeltech.com) to all plan holders registered with Drexel Technologies.
3. Copies of written Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
4. Addenda will be issued no later than four days prior to the date for receipt of Bids, except an addendum withdrawing the request for Bid Proposals, or one, which includes postponement of the date for receipt of Bid Proposals.
5. Each Bidder shall ascertain prior to submitting his Bid that he has received all written addenda issued, and he/she shall acknowledge its receipt in his Bid.

#### **H. Substitutions:**

1. Each Bidder represents that his bid is based upon materials and equipment described in the bidding documents.
2. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the City at least seven (7) days prior to the date of the Bid opening.
3. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation.
4. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included.
5. The burden of proof of the merit of the proposed substitute is upon the proposer.
6. The City's decision of approval or disapproval of a proposed substitution shall be final.
7. If the City approves any proposed substitution, such approval will be set forth in a written addendum. Bidders shall not rely upon approvals made in any other manner.
8. No substitution will be considered after the Contract award unless specifically provided in the Contract Documents.

#### **I. Preparation of Bids:**

1. Bids shall be made upon the form provided in these Bidding Documents.
2. All blanks must be filled in with ink or type. Blanks left on the Bid form may cause a bidder to be disqualified. The completed form shall be without alteration or erasure.
3. If a bid on all alternates is not required for alternate items, a written indication of "no Bid" on the Bid form is required.
4. Amounts shall be expressed in both words and figure, and in case of discrepancy between the two, the amount in words shall govern.
5. Sign Bid form in longhand, with name typed below signature. Where Bidder is a Corporation, Bids must be signed with the legal name of the Corporation, followed by the legal signature of an officer authorized to bind the Corporation to a contract.

#### **J. Submission:**

All copies of the (1) Bid and (2) Bid Security and other documents required to be submitted with the Bid shall be enclosed in a sealed envelope with the notation "Bid Enclosed" on the face thereof and plainly marked "Bid for: KILL CREEK DIGESTER CLEANOUT PROJECT Number WW1808". Pursuant to the Notice to Bidders, Bids shall be addressed to "City of Gardner, Kansas, Attention: "Scott Millholland". **Provide one (1) original and one (1) copy.** Bid packages should be submitted/delivered to: Utilities Department, City of Gardner, 1150 E. Santa Fe St., Gardner, KS, 66030.

**K. Modification and Withdrawal:**

Bids may only be withdrawn or corrected pursuant to the provisions of K.S.A. 75-6901, as amended, et seq.

**L. Consideration of Bids/Selection Process:**

1. The City reserves the right to reject any and all Bids; to waive any and all technicalities, irregularities and formalities; to negotiate contract terms with the successful Bidder; and the right to disregard all non-conforming, non-responsive or conditional Bids.
2. In evaluating Bids and determining the lowest responsible Bidder, City shall consider qualifications of the Bidders.
3. Each Bidder shall submit on a form provided for that purpose, a Statement of Bidder's Qualifications, when required by the City.
4. The City may consider the qualification and experience of Bidders and subcontractors and other persons and organizations, including suppliers, proposed to be involved in the project. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the City.
5. The City may conduct any such investigation it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed subcontractors and other persons, organizations and suppliers, to do Work in accordance with the contract documents to the City's satisfaction within the prescribed time.

**M. State of Kansas Preference**

1. State law, K.S.A. 75-3740a, requires that, to the extent permitted by federal law and regulations when letting contracts for Bids, the City must require any Bidder domiciled outside the state of Kansas to submit a Bid the same percent less than the lowest Bid submitted by a responsible Kansas Bidder as would be required of such Kansas domiciled Bidder to succeed over the Bidder domiciled outside Kansas on a like contract let in the foreign Bidder's domiciliary state.
2. All Bidders domiciled outside of the State of Kansas shall furnish City with a copy of their state's preferential Bidding statutes and the applicable percent received by in-state Bidders from the state in which the contract is located.

**N. Subcontractors**

1. The Contractor shall not award subcontracts, which total more than forty-five percent (45%) of the contract and shall perform, within its organization, work amounting to not less than fifty-five percent (55%) of the total contract price.
2. The Contractor shall submit the names of subcontractors for approval by the City prior to award of the contract.

**O. Award of Contract:**

1. The contract will be awarded to the lowest responsive, responsible Bidder as determined by the City and shall be required to enter into a contract with the City.
2. If the contract is awarded, the City will give the successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

**P. Notice To Proceed:**

1. No work shall commence until the City issues a Notice To Proceed, and a Notice To Proceed will not be issued until all of the following are delivered to the City:
  - i. The Contract signed by the representative with authority and ability to do so.
  - ii. Bonds with the attached powers of attorney.
  - iii. Certificate of Insurance listing the City as Additional Insured.
  - iv. Certificate of Nondiscrimination.
  - v. List of subcontractors and suppliers.
  - vi. Corporate Resolution of authority to sign and deliver the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary and dated prior to all other submittals.
  - vii. Domestic (Kansas) corporations shall furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State.
  - viii. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State.
  - ix. Construction schedule with major milestones.
2. Such documents must be delivered with ten (10) days of the City's written notification to the successful Bidder. If they are not delivered within such time then the Bidder will be deemed to have abandoned its contract with the City, and the City will award a contract to the next lowest and best Bid.
3. The successful Bidder shall not make claim either for time or money against the City for labor or materials performed or delivered prior to issuance of the Notice to Proceed.
4. The City's responsibility to issue a Notice to Proceed is expressly conditioned on the Contractor's timely execution and delivery prior to issuance of the Notice to Proceed.

**Q. Payment by City:**

1. Payments by the City may be made using any of the following methods of payment, in its sole discretion:
  - i. ACH or wire transfer
  - ii. Check – checks will be mailed to the Contractor's place of business
  - iii. Credit/Purchasing Card for payments under \$1,000
2. The successful bidder will be required to submit financial information as required by the City to enable the use of the aforementioned payment methods and to enable the City to properly report such payments as required by federal law.



**R. Project Completion:**

Upon satisfactory completion of the Contract, a formal Certificate of Completion will be forwarded to the Contractor by the City. The date of substantial completion of the Project will be the starting date of the guarantee period.

**S. Indemnity/Hold Harmless Agreement:**

The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Gardner and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

**T. Open Record:**

Sealed bids received by the City pursuant to this solicitation will be temporarily exempt from disclosure in accordance with the Kansas Open Records Act. Thereafter, bids will be open for inspection by any person pursuant to the Kansas Open Records Act.

**U. Taxes:**

The City of Gardner, as an agency of the State of Kansas, is exempt from paying Kansas sales or use tax per K.S.A. 79-3606 (b), as well as contractors hired by the City who purchase tangible personal property for the use in constructing, equipping, reconstructing, maintaining, repairing, enlarging, furnishing or remodeling facilities for the City. The successful bidder shall be required to comply with K.S.A. 79-3606, as amended. The City's tax-exempt status is valid only when items purchased outside the State are delivered within the State of Kansas.

**V. All Work:**

Shall be in accordance with all Federal and State Laws, Local Ordinances and Building Codes, and the Americans with Disabilities Act, as amended.

## **TERMS & CONDITIONS**

### **A. Bid Guarantee:**

1. Bid Security is required in the amount of at least (5%) of the Bid plus all add Alternates. Bid Security can be in the form of certified or Cashier's Check or Bid Bond acceptable to the City of Gardner, Kansas. Checks are to be made payable to the City of Gardner, Kansas and drawn on a solvent Kansas bank or trust company.
2. Bid Bonds shall be written by a bonding agency approved by the United States Treasury Department and licensed to do business in the State of Kansas.
3. The amount of said Bid Security may be retained by and forfeited to the City of Gardner, Kansas as liquidated damages, if such proposal is accepted, the Contract awarded, and the Bidder fails to enter into a Contract in the form prescribed, with the required bonds, within ten (10) days after such award is made by the City of Gardner, Kansas.
4. The City of Gardner, Kansas reserves the right to retain the Bid Security of the three (3) lowest Bidders until the successful Bidder has entered into an agreement or until sixty (60) days after Bid opening, whichever is the shorter period. All other Bid Securities will be returned as soon as possible.

### **B. Bonds:**

1. Performance Bond, Maintenance Bond and Statutory Payment Bond shall be furnished to the City, by the Contractor, for all contracts over \$100,000, in an amount equal to 100 percent of the Contract sum.
2. The Statutory Payment Bond shall be filed in the office of the District Court of Johnson County. Contractor shall provide the City with a certified copy of said statutory bond as so filed.
3. Bonds furnished shall be written by a surety approved by the U.S. Treasury Department and licensed to do business in the State of Kansas. No work shall commence until bonds are in force.
4. Power of Attorney for the surety company agent must accompany each bond issued, and must be certified to include the date of the bonds.
5. Cost of the bond shall be included in the bid and paid for by the Contractor.

### **C. Insurance:**

Any bidder receiving an award shall be required to provide proof of this insurance, in the form of a Certificate of Insurance, listing the City of Gardner as an additional insured. The following insurance(s) shall be required:

- ☐ Workers' Compensation and Employer's Liability – Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any

reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.

- ☐ Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- ☐ Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
- ☐ Additional Insurance - The Contractor shall be required to purchase an Owner's Protective Liability Insurance Policy, issued on an occurrence basis and covering bodily injury (and death) and property damage, naming the City as named insured. The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions. The original policy shall be placed on file with the City and maintained during the life of the Contract. Such policy shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the Work.
- ☐ Special Hazards - Additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Instructions to Bidders or Special Conditions

**D. Taxes:**

It is the intent of the City to supply the Contractor with a Sales and Compensating Tax Exemption Certificate for use in purchasing materials and supplies used on qualifying projects. Qualifying projects will be identified in the Notice to Bid.

1. Contractor shall, in preparing his proposal, omit from his computed costs all sales and service taxes for qualifying projects.
2. The Contractor will be furnished a copy of the Project Completion Certification.
3. All invoices must be retained by the Contractor for a period of five (5) years and are subject to audit by the Kansas Department of Revenue.
4. Final payment may be held by the City until the City has received the two Project Completion Certifications from the Contractor along with a Consent.

**E. Term of Contract:**

This contract shall commence the day after date of award by the City unless otherwise stipulated in the Notice of Award Letter. The contract shall remain in effect as reflected on the Bid Form.

**F. Completion Time:**

The Contractor will not be allowed to work on site until **September 21, 2020**.

Substantial completion shall be achieved **45 calendar days** from Notice of Award to



allow time for the prefabricated bridge to be fabricated and delivered. Final completion shall be achieved **10 calendar days** thereafter.

## AGREEMENT BETWEEN CITY AND CONTRACTOR

This agreement ["Agreement"], is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Gardner, Kansas, [hereinafter "City"], and \_\_\_\_\_, [hereinafter referred to as "Contractor"] for the construction of the following described work: **Kill Creek Digester Cleanout** known as City of Gardner Project No. **WW1808**.

### RECITALS

WHEREAS, the City desires to construct and complete Project No. WW1808.

WHEREAS, in the judgment of the City of Gardner, it is necessary and desirable to employ the Work of Contractor for **Kill Creek Digester Cleanout**.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

### AGREEMENT

#### 1.0 Term of Agreement.

The term of this Agreement shall be until the completion of the project and issuance of a Certificate of Final Completion unless a different term is specified within Exhibit A or unless terminated earlier in accordance with the provisions of Article 2 below. In the event that the Work rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the Governing Body of the City in the establishment of its annual budget.

#### 2.0 Termination.

2.1 City reserves the right to terminate this Agreement for cause or for convenience and without cause or default by providing ten (10) days written notice of such termination to Contractor. Upon receipt of such notice from City, Contractor shall, at City's option as contained in the notice: (1) immediately cease all work; or (2) meet with the City's Project Representative and, subject to City's approval, determine what work shall be required of Contractor in order to bring the project to a reasonable termination in accordance with the request of the City. If the City terminates this Agreement for convenience and without cause, the City shall compensate Contractor for all work completed to date of its receipt of the termination notice and for any additional work the parties might agree is reasonably necessary to bring the project to a reasonable termination point. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. If the City shall terminate for cause or default on the part of Contractor, City shall compensate Contractor for the reasonable cost of its work completed to date of receipt of its termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. The

City also retains its rights and remedies against Contractor including but not limited to its rights to sue for damages, interest and attorney fees.

- 2.2 Authority to Terminate. The City Council has the authority to terminate this Agreement on behalf of the City. In addition, the City Administrator or Department Director, in consultation with the City Attorney, shall have the authority to terminate this Agreement on behalf of the City.

3.0 Work to be Performed.

- 3.1 Contractor's Work. The Work to be performed by Contractor under this Agreement is as described in the Bid Documents, attached and incorporated by reference.

- 3.2 Performance Standard. Contractor represents to City that Contractor is professionally qualified to do this Project and if required, is licensed to practice the Work being offered by all public entities having jurisdiction over Contractor and the Project.

- 3.3 Assigned Personnel.

- 3.3.1 Contractor shall only assign competent personnel to perform work hereunder. In the event that at any time City, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from City.

- 3.3.2 With respect to this Agreement, the Contractor shall employ the following key personnel: \_\_\_\_\_

- 3.3.3 In the event that any of Contractor's personnel assigned to perform Work under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor's shall be responsible for timely provision of adequately qualified replacements.

- 3.3.4 The Contractor shall designate \_\_\_\_\_ as Principal (name/contact info) on the Project. As principal on this project, this person shall be the primary contact with the Project Representative and shall have authority to bind Contractor. So long as the individual named above remains actively employed or retained by Contractor, he/she shall perform the function of principal on the Project, unless otherwise agreed to in writing signed by both parties. The Contractor will supply a direct name, phone number and email and will notify the City if this contact information changes during the contract period.

- 3.3.5 City shall designate **Scott Millholland, (913) 856-0986** as the Project Representative to represent the City in coordinating this project with Contractor, with authority to transmit instructions and define policies and decisions of City. The written consent of the Department Director, and if applicable, City Administrator and/or Governing Body, shall be required to approve any increase in Project cost as defined in Exhibit B.

4.0 Time of Performance.

Unless otherwise provide in this Agreement, Contractor shall commence Work upon the Project within 14 days after execution of this Agreement and shall complete such work within 45 calendar days. Time is of the essence.

5.0 Payment.

5.1 City agrees to pay Contractor for the actual work performed on the Project at the rates set forth in the Bid Form, Exhibit B, which is attached hereto and incorporated by reference into this Agreement, the total of which shall not exceed a maximum total fee of \_\_\_\_\_.

5.2 Contractor shall bill City monthly for all work performed. The bill submitted by Contractor shall itemize the work for which payment is requested. City agrees to pay Contractor within thirty (30) days of approval. Contractor agrees to submit herewith such financial information as shall be required by City to enable the City to properly report such payments as required by state or federal law.

5.3 All invoices should be sent to **Scott Millholland**, **smillholland@gardnerkansas.gov**.

6.0 Cash Basis and Budget Laws.

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws, or if mill levy funds generated are less than anticipated.

7.0 Indemnification.

To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify and hold harmless City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent or intentional acts, errors, or omissions of the Contractor or its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim.

8.0 Insurance.

8.1 The Contractor shall procure and maintain, at its sole expense, throughout the duration of this Agreement, insurance of such types (on an occurrence basis unless otherwise agreed to) and in at least such amounts as required herein (and not less than as required in any bid documents or other contract documents), from an insurance company licensed to do business in the State of Kansas, the following insurance coverages as may be necessary to protect the Contractor and the City and agents of the City against all hazards or risks of loss as hereinafter specified:

- ☐ Workers' Compensation and Employer's Liability - Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.
  - ☐ Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
  - ☐ Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
  - ☐ Professional Liability - The Contractor shall maintain Professional Liability insurance in an amount not less than \$500,000, and shall provide the City with certification thereof.
  - ☐ Additional Insurance - The Contractor shall be required to purchase an Owner's Protective Liability Insurance Policy, issued on an occurrence basis and covering bodily injury (and death) and property damage, naming the City as named insured. The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions. The original policy shall be placed on file with the City and maintained during the life of the Contract. Such policy shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the Work.
  - ☐ Special Hazards - Additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Instructions to Bidders or Special Conditions
- 8.2 The City shall be named additional insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.
- 8.3 Industry Ratings - The City will only accept coverage from an insurance carrier who offers proof that it:
- 1) Is licensed to do business in the State of Kansas;
  - 2) Carries a Best's policyholder rating of A or better;
- AND
- 3) Carries at least a Class X financial rating.
- OR

Is a company mutually agreed upon by the City and Consultant.

8.4 All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.

8.5 All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.

9.0 Conflict of Interest.

Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its Work hereunder, including under 31 U.S.C.S. Section 1352. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed.

10.0 Nondiscrimination.

Contractor must comply with the Kansas Act Against Discrimination and if applicable, execute a Certificate of Nondiscrimination and Affirmative Action as provided in K.S.A. §44-1030. The Contractor further agrees that the Contractor shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans with Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

11.0 Facilities and Equipment.

Contractor shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the Project as designated, described in accordance with this Agreement, including any attached exhibits and any addendums to this Agreement.

12.0 Accessibility.

Contractor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Contractor shall also comply with applicable requirements with the Americans with Disabilities Act (ADA), as amended, which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.



13.0 Records, Ownership and Inspection.

13.1 Ownership of Documents.

All documents prepared by Contractor in the performance of this Agreement, although instruments of professional service, are and shall be the property of City, whether the project for which they are made is executed or not.

13.2 Open Records.

In recognition of the City's obligations under the Kansas Open Records Act ("KORA"), Contractor acknowledges that this Agreement along with any reports and/or records provided pursuant to this Agreement are public documents and are subject to disclosure under KORA.

13.3 Maintenance of Records.

Except as otherwise authorized by the City, Contractor shall retain such documentation for a period of three (3) years after receipt of final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

14.0 Independent Contractor.

It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining worker's compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employee's compensation.

15.0 Compliance with Laws.

15.1 The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

15.2 Pursuant to K.S.A. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court of Johnson County, Kansas. These forms may be obtained at the Office of the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of the Contract.

16.0 Assignment.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be

of any force or effect whatsoever unless and until the other party shall have so consented. The subcontracting, assignment, delegation or transfer of the Work shall in no way relieve the Contractor of its primary responsibility for the quality and performance of such Work.

17.0 Confidentiality.

All reports and documents prepared by Contractor in connection with the performance of this Agreement are confidential until released by City to the public. Contractor shall not make any such documents or information available to any individual or organization not employed by Contractor or City without the written consent of City before any such release.

18.0 Notices.

All notices hereunder shall be given in writing and sent as follows:

To City: Scott Millholland, Plant Superintendent

Phone: (913) 856-0986

Email: [smillholland@gardnerkansas.gov](mailto:smillholland@gardnerkansas.gov)

To Contractor:

19.0 Amendments.

19.1 This document represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, and agreements, either written or oral.

19.2 This document may be amended only by written instrument, signed by both City and Contractor.

20.0 No Third Party Beneficiaries.

City and Contractor specifically agree that this Agreement is not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

21.0 Force Majeure.

City shall not be responsible for any delay or failure of performance resulting from fire, flood, other acts of God, vandalism, strike, labor dispute of a third party, domestic or international unrest, delay in receipt of supplies, energy shortage or failure, or any other cause beyond its reasonable control.

22.0 Titles.

The titles in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.



23.0 Negotiations.

City and Contractor agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

24.0 Costs and Attorney Fees.

If on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

25.0 Severability.

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

26.0 Authority to Enter into Agreement.

Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

27.0 Incorporation of Appendices.

Exhibit A - City BID #\_\_\_\_\_, Addendum No. 1 to BID #\_\_\_\_\_, and Exhibit B - Contractor's Response to BID #\_\_\_\_\_ are attached hereto and made a part hereof as if fully set out herein.

28.0 Entire Agreement.

This Agreement represents the entire agreement between the Parties hereto and any provision not contained herein shall not be binding upon either party, nor have any force or effect.

29.0 Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Kansas and, in the event of litigation, the sole and exclusive venue shall be within the District Court of Johnson County, Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF GARDNER, KANSAS

CONTRACTOR

\_\_\_\_\_  
(Mayor/City Administrator)

\_\_\_\_\_  
Its Authorized Agent (*Insert Name, Title*)

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan Denk, City Attorney

EXHIBIT A - BID #\_\_\_\_\_

EXHIBIT B - CONTRACTOR'S RESPONSE TO BID #\_\_\_\_\_

**Kill Creek Treatment Plant  
Digester Cleaning  
Scope of Work**

- **General Description:** The City of Gardner, KS is seeking qualified contractors to perform a cleaning of 2 digesters located at their Kill Creek Waste Water Plant. The digester will have sludge, debris, hair and rags that have accumulated over the last fifteen years. This material is to be dewatered and hauled to a licensed solid waste landfill for disposal. Facility contact is Scott Millholland, e-mail, [smillholland@gardnerkansas.gov](mailto:smillholland@gardnerkansas.gov)

**1. Services Provided by Owner**

- Sludge will be drawn down by the owner and then turned over to the contractor.
- Equipment resources to be provided by WRRF, non- potable water, electricity, and a filtrate discharge location for the belt filter press operation or other removal process.
- There will be a 2-week break between the tanks to allow the plant to draw down the second tank.

**2. Services Provided by Contractor**

- Remove remaining solids from the digester and dewater using a belt filter press or other means.
- Disposal of the material
- Hose down the inside of digesters and clean for inspection.
- Bottom of floor needs to be visible and inspected.
- All miscellaneous tools and equipment including, but not limited to, ladders, ventilation equipment, lights, confined entry safety equipment, etc. will be the responsibility of the contractor.

**Safety**

- Contractor must comply with all safety requirements as noted by the City of Gardner

## MEASUREMENT AND PAYMENT

### **MP-1 GENERAL**

- A. It is the intention of this section of the specifications to set forth the method of measurement and payment for that part of the work on the Contract Documents that will be directly paid for at the price bid per unit of measure.
- B. All the work to be performed under this contract will be paid for at the lump sum or unit prices stated in the proposal of the accepted BIDDER. Unit price payments will be based upon the measurement of installed items and lump sum shall constitute full compensation for all labor, materials, tools, equipment and incidentals required to complete the work, as described in accordance with the Contract Documents. Any material, equipment or operation not specifically mentioned, however, required for proper completion of the work shall be considered to be incidental to the unit price pay item to which it pertains.
- C. Quantities listed in the bid form are estimated and are not guaranteed. Estimated quantities indicated only for convenience in comparing bids. Payment will be made for actual quantities constructed or installed, be they more or less than those listed unless otherwise indicated; said quantities being measured and determined as follows.
- D. No adjustments shall be made to unit prices listed on the bid form, for the measured and determined actual quantities constructed or installed, be they more or less than the estimated quantity.
- E. The CONTRACTOR shall provide temporary walks, fencing, barricades or other protective measures as necessary to ensure the safety of the public traversing the construction site. Equipment storage areas and material stockpiles shall be located on sites provided by the CONTRACTOR with due regard to location, appearance, and hazard potential to the traveling public.
- F. Temporary construction entrance, temporary surfacing or any interim construction necessary shall be maintained by the CONTRACTOR at all times and shall be constructed of a material approved by the City Engineer. This work shall be subsidiary to other bid items.

### **MP-2 MOBILIZATION**

- A. "Mobilization" shall be measured as a lump sum and shall include contractor profit and overhead, mobilization, access to site, installation and maintenance of construction entrance, utility coordination and misc. appurtenant items necessary for the construction of the improvements.
- B. Payment shall be made at the contract lump sum price bid as shown in the proposal for "Mobilization". Payment shall be full compensation for

## MEASUREMENT AND PAYMENT

furnishing all materials, labor, equipment, tools, supplies, traffic control, mobilization and incidental related items necessary for mobilization.

### **MP-3 DIGESTER CLEANING & EQUIPMENT**

- A. "DIGESTER CLEANING & EQUIPMENT" shall be measured as a lump sum for the project includes, but is not limited to, the dewatering, cleaning, hauling and disposal of 2 digesters waste products that include, sludge, debri, hair, and rags removal.
- B. Payment shall be made at the contract lump sum price bid as shown in the proposal. Payment shall be full compensation for furnishing all labor, equipment, proper disposal, all appurtenant work and delivery of existing blowers to Owner's designated location as described in the Contract Documents.

### **MP-4 FORCE ACCOUNT**

- A. The Force Account Item shall be used, at the discretion of the City Project Manager, as a contingency for any unexpected issues.
- B. Payment for work under this item shall be paid for on an extra work basis not to exceed the contract set price for "Force Account." Before the extra work is performed, the Contractor shall submit his proposed price for approval by the Project Manager, and shall have received the written approval of the City Project Manager for the proposed extra work.

# PROPOSER'S AFFIDAVIT

PROJECT # WW1808

This completed Proposer's Affidavit form must be submitted with the Proposer's Bid and will become a part of any agreement that may be awarded. This Proposer's Affidavit must be signed by an authorized representative. If the Proposal Signature Form is not signed by an authorized representative or submitted with the proposal, the proposal is considered non-responsive.

## Please type or print:

Legal Name of Person, Firm or Corporation: Synagro Central, LLC

Address: 435 Williams Court, Suite 100

City/State/Zip: Baltimore, MD 2122-

Contact Person: Ericka Day

Phone: 772-971-6286 Email: Eday@synagro.com

Federal ID #: 76-0612568

Type of Organization: ☐ Individual ☐ Small Business ☐ Non-profit  
☐ Partnership ☒ Corporation ☐ Joint Venture

Attach copies of all such licenses, permits or certificates issued to the business entity.

The undersigned person by his/her signature affixed hereon warrants that:

- A. He/she is an officer of the organization.
- B. He/she has been specifically authorized to offer a bid in full compliance with all requirements, and conditions, as set for in this Invitation for Bid.
- C. The Proposer complies with all of the requirements of the Bid.
- D. The Proposer certifies all products and services in the bid meet or exceed all requirements of this specification as set forth in the Bid and that all exceptions are clearly identified.
- E. He/she received the following addenda to the Invitation to Bid (indicate number and date of each):

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Authorized Signature: [Signature] Sales Support Manager Date: 8/26/20  
(Title)

Subscribed and sworn to before me this 26<sup>th</sup> day of August, 2020 by Constance A. Reynolds

[Signature]  
(Signature of Notary Public)

(seal, if any)

My commission expires: Sept. 28, 2023

Constance A. Reynolds  
Notary Public  
Anne Arundel County, Maryland  
My Commission Expires  
September 28, 2023





# BID FORM

PROJECT #WW1808

All Bid Pricing is to be in accordance with all General Conditions, Special Conditions, and Minimum Specifications as stated within this Request for Bid. Failure to complete the following form(s) shall result in your Bid being deemed non-responsive and rejected without any further evaluation.

Bid Tabulation -					
No.	Item	Qty.	Unit	Unit Price	Cost
1	Mobilization	1	LS	\$20,430.27	\$20,430.27
2	Digester & Equipment	1	LS	\$98,500.00	\$98,500.00
4	Force Account	1	LS	\$5,000.00	\$5,000.00
				<b>Subtotal:</b>	\$123,930.27

TOTAL BID (KILL CREEK Digester Cleaning)

Authorized Signature: Emil Kneis Date: 8/26/20

Name and Title: Emil Kneis, Sales Support Manager

Subscribed and sworn to before me this 26<sup>th</sup> day of August, 2020 by Constance A. Reynolds

Constance A. Reynolds  
(Signature of Notary Public)

(seal, if any)

Constance A. Reynolds  
Notary Public  
Anne Arundel County, Maryland  
My Commission Expires  
September 28, 2023

My commission expires: Sept 28, 2023



## BIDDER'S QUALIFICATION STATEMENT

PROJECT # WW1808

1. The name, address, telephone number/fax number/email address of the bidder.

Name: Synagro Central, LLC

Address: 435 Williams Court, Suit2 100 Baltimore MD 21220

Phone/Fax/Email: P:772-971-6286 F: 443-489-9042 E: eday@synagro.com

2. Years in business 21 Years

3. List of contractors owned equipment available for this project. Attach as separate submittal, if necessary.

Equipment List Attached.

4. List of equivalent type projects within the last four (4) years. Attach as separate submittal, if necessary.

i. Name of Client: Blue Lake - St. Paul Date of Project: 8/25/2020

Contact Person: John Tierney Phone: 651-247-2076

Description of Project: Digester cleaning: pumping, dewatering, and hauling of 1.4 MG anaerobic digester

ii. Name of Client: Kansas City, MO Date of Project: 2019

Contact Person: Brent Herring, Director Phone: 816-492-0111 ext 7300

Description of Project: Lime stabilize, haul and land apply Biosolids

iii. Name of Client: Village of Bloomingdale, IL Date of Project: 2019

Contact Person: Garett Guthrie Phone: 631-461-0639

Description of Project: Mobile dewatering, land app, and digester cleanings.

5. List of person(s) who will supervise and be available to perform the work on this project and the number of years' experience.

Role:	Names:	Years of Experience:
Project Manager:	Will Walker	30 years
Superintendent:	Ryan Rogers	9 years
Foreman:		
Other Personnel:		
Operations Manager	Patrick Lappe	25 years
	Ericka Day	5 Years

6. List of Proposed Major Subcontractors:

Each bidder shall enter in the space provided the name(s) of major subcontractors the bidder proposes to employ and the type of work the subcontractor will perform. A major subcontractor is defined as a subcontractor whose subcontract constitutes approximately five (5) percent or more of the total contract price.

Subcontractor	Address	Phone #	Type/Scope of Work
Cutting Edge Trucking	P.O. Box 597 Louisburg, KS 66053	913-837-2249	Hauling of sludge, Biosolids

7. Such additional information as will assist the City in determining whether the bidder is adequately prepared to fulfill the contract. Attach a separate submittal, if necessary.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of bidder's qualifications.

Authorized Signature: [Signature] Sales Support Manager Date: 8/26/20  
(Title)

Subscribed and sworn to before me this 26<sup>th</sup> day of August, 2020 by  
Constance A. Reynolds.

[Signature]  
(Signature of Notary Public)

(seal, if any)

Constance A. Reynolds  
Notary Public  
Anne Arundel County, Maryland  
My Commission Expires  
September 28, 2023

My commission expires: Sept. 28, 2023



## SUBCONTRACTOR'S QUALIFICATION STATEMENT

PROJECT # WW1808

Please fill out a form for each subcontractor the contractor proposes to employ. Copy this form if additional forms are required and attach as separate submittals to the Proposal.

1. The name, address, telephone number/fax number/email address of the Subcontractor.

Name: Cutting Edge Trucking Inc

Address: PO Box 597 Louisburg, Ks 66053

Phone/Fax/Email: 913-837-2249 dpeuser@cuttingedgetrucking.com

2. Years in business 26

3. List of Subcontractors owned equipment available for this project. Attach as separate submittal, if necessary.

Trucks End Dumps Dump Trucks

4. List of equivalent type projects within the last four (4) years. Attach as separate submittal, if necessary.

i. Name of Client: SYNAGRO Date of Project: 11/2019

Contact Person: PAT Lappe Phone: 816-882-3174

Description of Project: HAUL sludge - biosolids

ii. Name of Client: \_\_\_\_\_ Date of Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Project: \_\_\_\_\_

iii. Name of Client: \_\_\_\_\_ Date of Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Project: \_\_\_\_\_

5. List of person(s) who will supervise and be available to perform the work on this project and the number of years' experience.

Role:	Names:	Years of experience:
Project Manager	Doug Petersen	25
Superintendent	" "	11
Foreman:	Clint Graham	20
Other Personnel:	Bart Lillich	10

6. Such additional information as will assist the City in determining whether the bidder is adequately prepared to fulfill the contract. Attach a separate submittal, if necessary.

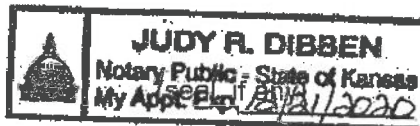
The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of subcontractor's qualifications.

Authorized Signature: Doug Petersen Pres. Date: 8-24-20  
(Title)

Subscribed and sworn to before me this 24<sup>th</sup> day of August, 2020 by

Doug Petersen

Judy R. Dibben  
(Signature of Notary Public)



My commission expires: 12/31/2020



**CERTIFICATE OF NONDISCRIMINATION  
MANDATORY PROVISIONS**

**PROJECT # WW1808**

K.S.A. § 44-1030(a) provides that every contract for or on behalf of the City of Gardner, Kansas for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees to the following:

- (1) that the contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, age, national origin or ancestry;
- (2) that in all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer," or similar phrase as approved by the state commission;
- (3) that if the contractor fails to comply with the manner in which the contractor reports to the state commission in accordance with the provision of K.S.A. § 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Gardner;
- (4) that if the contractor is found guilty of a violation of the Kansas Act Against Discrimination under decision or order of the state commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Gardner; and
- (5) that the contractor shall include the provisions of K.S.A. § 44-1030(a) subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of K.S.A. § 44-1030(a) shall not apply to a contract entered into by a contractor: (1) who employs fewer than four (4) employees during the term of such contract; or (2) whose contracts with the City of Gardner cumulatively totals \$5,000 or less during the same fiscal year.

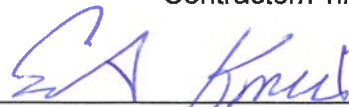
**By signing this Certificate of Nondiscrimination, contractor acknowledges inclusion of the requirements of K.S.A. 44-1030(a) in the base contract and in all subcontracts.**

DATE: 8/26/20

Synagro Central, LLC

Contractor/Principal

By:

  
Signature

CORPORATE SEAL

Sales Support Manager

(Official Title of Signer)





NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

PROJECT # WW1808

STATE OF Maryland  
COUNTY OF Baltimore

Emil Kneis, being first duly sworn deposes and says that:

- (1) He is Sales Support Manager of Synagro Central LLC., the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees of parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Gardner, KS or any person interested in the proposed Contract;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: 


Name: Emil Kneis

Title: Sales Support Manager

Bidder: Synagro Central, LLC

Subscribed and sworn to before me this 26<sup>th</sup> day of August, 2020 by

Constance A. Reynolds

  
(Signature of Notary Public)

(seal, if any)

Constance A. Reynolds  
Notary Public  
Anne Arundel County, Maryland  
My Commission Expires  
September 28, 2023

My commission expires: Sept. 28, 2023



**BID BOND**

**PROJECT # WW1808**

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_ as Principal, hereinafter called the Principal, and \_\_\_\_\_ a corporation duly organized under the laws of the State of \_\_\_\_\_ as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Gardner Kansas, as Obligee, hereinafter called the Obligee, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a bid for the following project:

**PROJECT: KILL CREEK DIGESTER CLEANOUT**

**NOW THEREFORE**, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this/her obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this/her \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[SEAL]

\_\_\_\_\_  
[Contractor/Principal]

\_\_\_\_\_  
[Title]

ATTEST:

\_\_\_\_\_  
[Secretary]

\_\_\_\_\_  
[Surety Company]

[SEAL]

By:

\_\_\_\_\_  
[Attorney-in-fact]





## PERFORMANCE BOND

### PROJECT WW1808

**KNOW ALL MEN BY THESE PRESENTS** that we, the undersigned of \_\_\_\_\_, as Principal, hereinafter referred to as the "Contractor," and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Kansas, hereinafter referred to as the "Surety," are held and firmly bound unto the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum, well and truly to be made to the City of Gardner, Kansas, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents:

#### **THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:**

**WHEREAS**, the above bonded Contractor, has on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, executed a written Agreement with the City for furnishing in a good, substantial and workmanlike manner all construction labor, materials, equipment, tools, transportation, superintendence, and other facilities and accessories, for and in connection with the satisfactory and timely performance of all Work and construction of certain improvements referred to as **KILL CREEK DIGESTER CLEANING**, more particularly designated, defined and described in the Agreement and the Contract Documents, and in accordance with the Specifications and Plans and other Contract Documents thereto; a copy of said Agreement is attached hereto and made a part hereof.

**NOW THEREFORE**, if said Contractor shall and will, in all particulars promptly and faithfully perform and abide by each and every covenant, condition, and part of said Agreement, and the Conditions, Specifications, Plans and other Contract Documents hereto attached or by reference made a part hereof, according to the true intent and meaning in each case, and said improvements shall be constructed and completed in strict accordance with the Contract Documents, conditions, specifications, plans and other documents, and if said Contractor shall replace all defective parts, material and workmanship for a period of two (2) years after acceptance by the City, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.

**PROVIDED**, if said Contractor fails in any particulars to duly and faithfully observe, perform and abide by each and every covenant, condition, and part of the said Agreement and the Conditions, Specifications, Plans and other Contract Documents, thereto attached, or, by reference made a part thereof, according to the true intent and meaning in each case, or if said Contractor shall fail to replace all defective parts, material and workmanship for a period of two (2) years after acceptance by the City then the surety will pay the costs to complete the project and/or the costs to repair any defective parts for the period of two (2) years after acceptance, and any other damages incurred by the owner in procuring completion and/or repair, such amount not exceeding the amount of this obligation, together with interest as provided by law.

**PROVIDED FURTHER**, that if the said Contractor fails to duly pay for any labor, materials, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, greases, coal, equipment and tools consumed or used in said work, groceries and foodstuffs, and all insurance premiums, compensation; liability and otherwise, or any other supplies or materials used or consumed by

such Contractor or his, their, or its subcontractors in performance of the Work contracted to be done, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law.

**PROVIDED, FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or Contract Documents or the Work to be performed hereunder, or the Specifications, plans or other documents accompanying the same, shall in any way affect its obligations on this Performance Bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Agreement, or Contract Documents or to the Work, or to the Specifications, plans and other documents.

**PROVIDED FURTHER**, that it is expressly agreed that the bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the contract price more than fifty percent (50%), so as to bind the Contractor and the Surety to the full and faithful performance of the Agreement so amended. The term "amendment," wherever used in this bond, and whether referring to this bond or the Agreement, shall include any alteration, addition, extension, or modification of any character whatsoever.

**IN TESTIMONY WHEREOF**, the said Contractor has hereunto set his/her hand, and the said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

[SEAL]

\_\_\_\_\_  
[Contractor/Principal]

\_\_\_\_\_  
[Title]

[SEAL]

\_\_\_\_\_  
[Surety Company]

By:

\_\_\_\_\_  
[Attorney-in-fact]

By:

\_\_\_\_\_  
[Kansas Agent]

**NOTES:**

1. Date of bond must not be prior to date of contract.
2. If Contractor is partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Kansas.
4. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.



## STATUTORY PAYMENT BOND

### PROJECT WW1808

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#### KNOW ALL MEN BY THESE PRESENTS:

THAT we, the undersigned, \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as "Contractor", and \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Kansas, as "Surety", are held and firmly bound unto the State of Kansas, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, or heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

#### THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded CONTRACTOR has, on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, entered into an Agreement with the City of Gardner, Kansas, for furnishing all tools, equipment, materials and supplies, performing all labor and constructing **Project: KILL CREEK DIGESTER CLEANING**, described in the attached Agreement, Contract Documents, Specifications, Plans, and other documents on file in the office of the City Clerk of Gardner, Kansas.

NOW, THEREFORE, if the CONTRACTOR and his SUBCONTRACTORS shall pay all indebtedness incurred for supplies, materials, or labor furnished, used or consumed in connection with, or in, or about the construction or making of, public improvements, including gasoline, lubricating oils, fuel oils, greases, coal, and similar items used or consumed directly in furtherance of such improvements described in the above-mentioned Agreement and Contract Documents, this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement and the Contract Documents or to the work to be performed thereunder, or the Specifications or Plans accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, Contract Documents or to the Specifications or Plans.

PROVIDED FURTHER, that the surety agrees that any person to whom there is due any sum for supplies, materials, or labor, as herein before stated, or his assigns, may bring an action on this bond for the recovery of the indebtedness; PROVIDED, that no action shall be brought on the bond after six (6) months from the completion of said public improvements.

PROVIDED FURTHER, that it is expressly agreed that this bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the contract price more than fifty percent (50%), so as to bind the Contractor and the Surety to the full and faithful performance of the Agreement as so amended. The term "amendment," wherever used in this bond and whether referring to this bond or the Agreement shall include any alteration, addition, extension or modification of any character whatsoever.

IN TESTIMONY WHEREOF, the CONTRACTOR has hereunto set his hand, and said surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its attorney-in-fact duly authorized to do so at \_\_\_\_\_ on this, the day of \_\_\_\_\_, 2020.

[SEAL]

\_\_\_\_\_  
[Contractor/Principal]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Surety Company]

[SEAL]

By:

\_\_\_\_\_  
[Attorney-in-fact]

By:

\_\_\_\_\_  
[Kansas Agent]

NOTE:

1. A Statutory Bond is required only in connection with a Contract exceeding one hundred thousand dollars (\$100,000) in accordance with K.S.A. 60-1111 as amended.
2. Contractor shall be responsible for seeing to it that this Statutory Bond is filed with the Clerk of the District Court for Johnson County, Kansas.
3. Date on bond must not be prior to date of contract.
4. If Contractor is partnership, all partners should execute bond.
5. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Kansas.
6. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.

## SYNAGRO EQUIPMENT LIST

Synagro owns the following fleet of equipment which is available for back-up project operations or other services required by our clients.

<b><i>No.</i></b>	<b><i>Description</i></b>	<b><i>Capacity</i></b>
98	1/2-Ton Vehicles	4 x 4, 4-Wheel Drive, or Pickups
1	1-Ton Utility Service Trucks	4-Wheel Drive
9	3/4-Ton Service Trucks	4-Wheel Drive
1	Alkaline Stabilization System	Mobile or Skid-Mounted
57	Application Vehicles	Self-Propelled, High-Flotation, 10 - 17 Ton
5	Backhoes	1/4 Yard Bucket Capacity, Rubber Tired
23	Belt Press Dewatering Units	Mobile and Stationary
2	Bulldozers	Low Ground Pressure
25	Cake Applicators	Pull-type, Various Capacities
5	Chisel Plows	
3	Cranes Crawler, With Draglines	30-Ton
6	Discing Units	Large Blade, High Incorporation
3	Dredges, Mixer Barges, Mudcat Systems	
93	Dump Trailers	Aluminum, Various Capacities
5	Excavators	Track, 3 Yard Bucket Capacity
9	Fertilizer Truck/Spreader	
9	Flat Bed Trailers	
1	Forklifts	
5	Frac Tanks	22,000 Gallons
1	Fuel Tanks	10,000 Gallons
6	Generators	Mobile
1	Graders	
28	Lagoon Pumps	Barge-Mounted or High Horsepower PTO
10	Lowboy Trailers	20, 30, and 50 Ton
15	Mixers	Pug Mill, High-Torque, Variable Speed
2	Mowers	
2	Office Trailers	
47	Pumps, Various Types	Chopper, Hydraulic, Slurry, Trash, Water
103	Road Tractors	
7	Roll-off Containers, Platforms & Storage Units	
1	Roll-off Trucks	50,000 LB Hydraulic Hoists
3	Storage Tanks	Various Capacities
11	Storage Trailers	
143	Tank Trailers	Aluminum, Various Capacities
33	Tractors	All-Wheel Drive, 200 hp, Specialty Tires
27	Utility Trailers	Misc. Utility/Van
1	Vacuum Truck	3,150 Gallons
33	Wheel Loaders	High-Flotation, 3 - 5 Yd Bucket Capacity
17	Yard Tractors	

**UTILITY ADVISORY COMMISSION STAFF REPORT**

**DISCUSSION ITEM #1**

**MEETING DATE:      OCTOBER 1, 2020**

**STAFF CONTACT:     GONZ GARCIA, UTILITIES DIRECTOR**

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**AGENDA ITEM:**      2020 3<sup>rd</sup> Quarter Electric Outage Report

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**Background:**

Electric staff responded to 14 outages affecting 198 customers:

- 2 caused by equipment failures,
- 1 caused by animals,
- 1 caused by a storm,
- 2 caused by damage by others, and
- 8 caused by other reasons.

The average workday response time was 11 minutes and the average workday length of outage was 31 minutes.

The average after-hours response time was 29 minutes and the average after-hours length of outage was 54 minutes.

The overall average response time was 26 minutes and the overall average length of outage was 51 minutes.

**Attachment Included:**

- 2020 3<sup>rd</sup> Quarter Electric Outage Report

Electric Outage Summary

Report Dates Between 7/1/2020 and 9/24/2020

9/24/2020

EQ - Equipment, TR - Trees, AN - Animals, SM - Storms, DO - Damage By Others, OT - Other

8:10 AM

WO #	Location	Date Reported	Time Reported	Date of Arrival	Time of Arrival	Date Complete	Time Completed	# Customers Affected	Problem	Comments	Response Time	Repair Time	Manhours	Cause
20200709-006	139 E KANE ST	7/9/2020	5:33 am	7/9/2020	6:00 am	7/9/2020	6:17 am	11	Power Out	No power.	0:27	0:44	1.0	OT
20200720-012	108 E KANE ST	7/20/2020	8:54 am	7/20/2020	9:05 am	7/20/2020	9:15 am		Power Out	couldn't find problem that blew line fuse. Jim	0:11	0:21	2.0	OT
20200803-010	502 E SHAWNEE ST	8/1/2020	10:58 am	8/1/2020	11:35 am	8/1/2020	12:50 pm	1	Power Out	Half power, wire was burnt in mast pipe. Electrician replaced wire in mast, and replaced meter. old meter serial# 69975271 Reading, 40652 new meter serial# 93628960 Reading, 00000	0:37	1:52	2.0	EQ
20200804-010	1199 E SANTA FE ST	8/4/2020	10:20 am	8/4/2020	10:30 am	8/4/2020	11:01 am	125	Power Out	Heartland Plumbing damaged primary cable while installing sewer. Lot 108.	0:10	0:41	18.0	DO
20200810-009	1199 E SANTA FE ST	8/6/2020	7:15 pm	8/6/2020	7:22 pm	8/6/2020	7:28 pm	1	Customer Side Issue	1199 E Santa Fe Lot 153 Breaker was tripped on ped.	0:07	0:13	2.0	EQ
20200810-010	148 W MAIN ST	8/7/2020	4:41 pm	8/7/2020	5:15 pm	8/7/2020	5:26 pm	5	Power Out	Five houses effected.	0:34	0:45	2.0	SM
20200813-005	30070 W 191ST ST	8/12/2020	8:47 pm	8/12/2020	9:25 pm	8/12/2020	10:50 pm	1	Needs Service	Trouble shooter from Evergy called to inform us that a car hit our pole on 191st. Showed up and their was two phases floating and laying on the crossarm.	0:38	2:03	7.5	DO
20200828-012	E PARK ST	8/27/2020	5:38 pm	8/27/2020	5:42 pm	8/27/2020	6:00 pm	0	Needs Service	Park & Elm power line down.  Telephone Cable was down in the alley behind Bruce Furniture.	0:04	0:22	1.0	OT
20200831-009	960 E WITCH HOLLOW ST	8/28/2020	7:20 pm	8/28/2020	8:17 pm	8/28/2020	8:21 pm	1	Power Out	Reconnect house, they were moving in, I couldn't get a hold of any one in billing so I reconnected them. Jim	0:57	1:01	1.0	OT
20200903-005	28300 W 162ND TER	9/1/2020	4:31 pm	9/1/2020	4:55 pm	9/1/2020	5:05 pm	1	Customer Side Issue	Customer states lights flicker when it rains. Checked voltage and connections and all good.	0:24	0:34	2.0	OT
20200908-005	705 S EVERGREEN ST	9/6/2020	11:16 am	9/6/2020	11:50 am	9/6/2020	12:00 pm	1	Customer Side Issue	Customer stated power was out, arrived and found main breaker tripped.	0:34	0:44	4.0	OT

Electric Outage Summary

Report Dates Between 7/1/2020 and 9/24/2020

9/24/2020

EQ - Equipment, TR - Trees, AN - Animals, SM - Storms, DO - Damage By Others, OT - Other

8:10 AM

WO #	Location	Date Reported	Time Reported	Date of Arrival	Time of Arrival	Date Complete	Time Completed	# Customers Affected	Problem	Comments	Response Time	Repair Time	Manhours	Cause
20200908-006	339 N CHERRY ST	9/6/2020	6:23 pm	9/6/2020	6:50 pm	9/6/2020	7:00 pm	1	Power Out	Wire burnt up in meter can due to ground settling. Advised customer they needed to get an electrician.	0:27	0:37	4.0	OT
20200908-007	339 N CHERRY ST	9/7/2020	12:19 pm	9/7/2020	12:35 pm	9/7/2020	1:15 pm	1	Power Out	Customer had electrician install new meter can. Inspected and installed new meter.	0:16	0:56	4.0	OT
20200921-010	417 E MAIN ST	9/20/2020	10:04 am	9/20/2020	10:43 am	9/20/2020	11:03 am	49	Power Out		0:39	0:59	2.0	AN
Totals:								198	52.5					

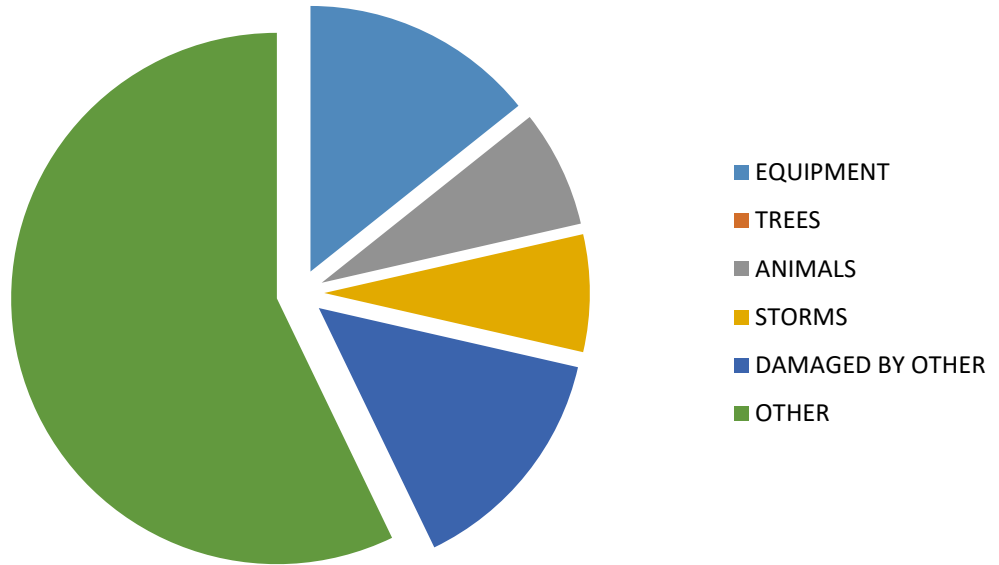
12 After Hours Average		0:29	0:54	Cause Totals	
2 Workday Average		0:11	0:31	EQ	2
14 Average		0:26	0:51	TR	0
				AN	1
				SM	1
				DO	2
				OT	8



## 2020 Electric Outages

EQUIPMENT	TREES	ANIMALS	STORMS	DAMAGED BY OTHER	OTHER	TOTAL
2	0	1	1	2	8	14

3Q2020



**UTILITY ADVISORY COMMISSION STAFF REPORT**

**DISCUSSION ITEM #2**

**MEETING DATE:      OCTOBER 1, 2020**

**STAFF CONTACT:     GONZ GARCIA, UTILITIES DIRECTOR**

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**AGENDA ITEM:**        2020 3<sup>rd</sup> Quarter Wastewater Collection Repairs Report

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**Background:**

Line maintenance staff completed 5 sanitary sewer line repairs affecting 5 customers:

- 5 due to residents' issues.

The average workday response time was 3 hours and 10 minutes and the average workday repair time was 4 hours and 12 minutes.

During this quarter there were no after hours sewer outages.

**Attachment Included:**

- 2020 3<sup>rd</sup> Quarter Wastewater Collection Repairs Report

Sewer Repair Summary

Report Dates Between 7/1/2020 and 9/24/2020

9/24/2020

GR - Grease, RT - Roots, LS - Line Sag, DB - Debris, LF - Line Failure, O - Damage By Others, RI - Residents Issue

9:22 AM

WO #	Location	Date Reported	Time Reported	Date of Arrival	Time of Arrival	Date Complete	Time Completed	# Customers Affected	Problem	Comments	Response Time	Repair Time	Manhours	Cause
20200708-006	929 E LINCOLN LN	7/8/2020	1:00 pm	7/8/2020	1:15 pm	7/8/2020	1:45 pm	1	Odor	Foul odor in Jazzercise building...they're wondering if you can check our their sewer line to see if something is wrong. If you need inside call Carrie- 913-314-8774. Please call her to follow up about it.	0:15	0:45	0.5	RI
20200803-020	29512 W 185TH ST	8/3/2020	10:00 am	8/3/2020	10:15 am	8/3/2020	12:00 pm	1		Resident complains of sink hole in back yard next to M/H35NE22. camera sewer main to be sure there is no breaks in line. Found no problems on our side, explained results to customer.	0:15	2:00	4.0	RI
20200807-009	205 N WHITE DR	8/7/2020	9:15 am	8/7/2020	9:25 am	8/7/2020	10:30 am	1	Odor	Res says sewer at corner of her house smells like dead animals and it is a horrible smell. Stacy- 479-366-2218. Checked upstream dead end MH 24SE20, MH 24SE19 and MH 24SE15 flow was normal. Explained to customer that we had no problem on our side. Customer understood. Will jet the sewer main anyways.	0:10	1:15	2.0	RI
20200826-017	18516 SPRUCE CT	8/25/2020	4:30 pm	8/26/2020	7:30 am	8/26/2020	9:00 am	1		Use Camera to locate and insp. sewer tap Tap Located 110' from MH36NW30 in good condition.	15:00	16:30	4.5	RI
20200831-012	1005 BUFFALO TRL	8/31/2020	2:30 pm	8/31/2020	2:40 pm	8/31/2020	3:00 pm	1	Backup	Janice Johnson- 913-856-2160 Sewage backing up into tub. Toilets won't drain. Upon arrival checked upstream (30NW31) and downstream MH (30NW30) to find that City main had good flow advised resident that it was most likely in privet service line and made the recommendation to call her maintenance worker or a plumber	0:10	0:30	1.0	RI
Totals:								5					12.0	

Sewer Repair Summary

Report Dates Between 7/1/2020 and 9/24/2020

9/24/2020

GR - Grease, RT - Roots, LS - Line Sag, DB - Debris, LF - Line Failure, O - Damage By Others, RI - Residents Issue

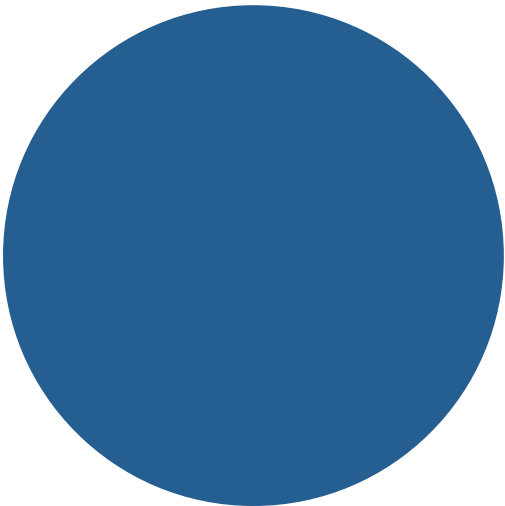
9:22 AM

WO #	Location	Date Reported	Time Reported	Date of Arrival	Time of Arrival	Date Complete	Time Completed	# Customers Affected	Problem	Comments	Response Time	Repair Time	Manhours	Cause
										0	After Hours Average	0:00	0:00	Cause Totals
										5	Workday Average	3:10	4:12	GR0
										5	Average	3:10	4:12	RT0
														LF0
														LS0
														O0
														DB0
														RI5

Sewer Repair Report

GREASE	ROOTS	LINE SAG	DEBRIS	LINE FAILURE	DAMAGE BY OTHERS	RESIDENTS ISSUE	TOTAL
0	0	0	0	0	0	5	5

3Q2020



- GREASE
- ROOTS
- LINE SAG
- DEBRIS
- LINE FAILURE
- DAMAGE BY OTHERS
- RESIDENTS ISSUE

**UTILITY ADVISORY COMMISSION STAFF REPORT****DISCUSSION ITEM #3****MEETING DATE:      OCTOBER 1, 2020****STAFF CONTACT:      GONZ GARCIA, UTILITIES DIRECTOR**

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**AGENDA ITEM:**      2020 3<sup>rd</sup> Quarter Water Distribution Repairs Report

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**Background:**

Line maintenance staff completed 41 water distribution service repairs affecting 56 customers:

- 6 due to line failure,
- 2 due to valve failure,
- 3 due to damages by others,
- 27 due to residents' issues, and
- 3 due to other issues.

The average workday response time was 3 hours and 08 minutes and the average workday repair time was 7 hours and 18 minutes.

The average after-hours response time was 24 minutes and the average after-hours repair time was 55 minutes.

The overall average response time was 2 hours and 16 minutes and the overall average repair time was 5 hours and 16 minutes.

**Attachment Included:**

- 2020 3<sup>rd</sup> Quarter Water Distribution Repairs Report

Water Distribution Repair Summary

Report Dates Between 7/1/2020 and 9/25/2020

9/25/2020

LF - Line Failure, SF - Saddle Failure, VF - Valve Failure, RCF - Repair Clamp Failure, O - Damage By Others, RI - Residents Issue, OT - Other

12:00 PM

WO #	Location	Date Reported	Time Reported	Date of Arrival	Time of Arrival	Date Complete	Time Completed	# Customers Affected	Problem	Comments	Response Time	Repair Time	Manhours	Cause
20200715-006	883 N ALDER ST	7/15/2020	3:15 pm	7/16/2020	7:30 am	7/16/2020	8:30 am	1	Water Quality	Customers called in low pressure. went out checked 50 psi @ house and 6 gals min. 55 psi and setter and 16 gals min.	16:15	17:15	1.0	RI
20200716-010	17390 S INGRID ST	7/16/2020	2:00 pm	7/16/2020	2:10 pm	7/16/2020	2:40 pm	1		Cover in yard half broken and coming off of hole. Thinks it's a water meter cover. Wendy- JoCo Developmental Srvcs- 913-856-4273. went out check it was meter pit lid and ring broken. replace with new lid and ring.	0:10	0:40	1.0	O
20200720-009	621 E BLUEBIRD ST	7/18/2020	10:20 am	7/18/2020	10:30 am	7/18/2020	10:35 am	1		resident called in no water.went out and turned on at the setter. This was due to customer buying the home and moving in.	0:10	0:15	0.5	RI
20200720-010	861 S SYCAMORE ST	7/18/2020	11:56 am	7/18/2020	12:05 pm	7/18/2020	12:26 pm	1	Leak	Resident called in water leak. went out and found neighbor water hose on.	0:09	0:30	0.5	RI
20200721-009	967 E LINCOLN LN	7/21/2020	11:00 am	7/21/2020	11:10 am	7/21/2020	12:00 pm	1	Leak	CUSTOMER CALLED IN AND REPORTED WATER COMING OUT OF THE BACK OF THE BUILDING. UPON ARRIVING FOUND THE SPRINKLER SYSTEM LEAKING, HAD CUSTOMER SHUT OFF VALVE AND ADVISED THEM TO CALL SPRINKLER COMPANY.	0:10	1:00	2.0	RI
20200722-006	1199 E SANTA FE ST	7/21/2020	4:54 pm	7/21/2020	5:10 pm	7/21/2020	5:30 pm	1	Leak	Karen called me and said customer called in water leak. went out and found service leak on customer side. turn water off @ setter.	0:16	0:36	0.5	RI
20200723-005	435 W APACHE ST	7/22/2020	3:15 pm	7/23/2020	7:30 am	7/23/2020	8:30 am	1	Water Quality	customer called in water pulsating inside the home. went out and checked meter and changed ck valve. 60 psi and 18 gals a min atsetter. 50 psi 8 gals min at house.	16:15	17:15	2.0	RI
20200724-011	216 E PARK ST	7/24/2020	11:30 am	7/24/2020	12:00 pm	7/24/2020	12:15 pm	1	Water Quality	Bad taste in water. Carolyn Callahan- 913-244-6445. spoke to resident could find anything wrong no bad tasting water no smell. went out and Flushed fire hydrant, 1000 gals.	0:30	0:45	1.0	RI

Water Distribution Repair Summary

Report Dates Between 7/1/2020 and 9/25/2020

9/25/2020

LF - Line Failure, SF - Saddle Failure, VF - Valve Failure, RCF - Repair Clamp Failure, O - Damage By Others, RI - Residents Issue, OT - Other

12:00 PM

WO #	Location	Date Reported	Time Reported	Date of Arrival	Time of Arrival	Date Complete	Time Completed	# Customers Affected	Problem	Comments	Response Time	Repair Time	Manhours	Cause
20200724-012	122 W MANOR PL	7/24/2020	10:00 am	7/24/2020	10:30 am	7/24/2020	11:00 am	1		Sunken earth around meter. Res worried about someone stepping into it and hurting themselves. Melanie- 913-634-2375. went out and found meter pit needs to be changed out. Talked to resident to schedule meter pit change out.	0:30	1:00	0.5	
20200724-014	1199 E SANTA FE ST	7/21/2020	4:51 pm	7/21/2020	5:05 pm	7/21/2020	5:30 pm	1	Leak	went out and found service leak on customer side lot # 1025. shut water off.	0:14	0:39	0.5	RI
20200727-011	519 E APACHE ST	7/27/2020	12:00 pm	7/27/2020	12:15 pm	7/27/2020	1:00 pm	1	Leak	Low water pressure. Has 40 psi. Brad- 913-378-3335. went out and checked pressure it was 42 psi and 6 gals a min at house. and 50 psi And 17gals min at the setter and changed ck valve. spoke to resident let him know what we found out.	0:15	1:00	2.0	LF
20200728-006	29512 W 184TH ST	7/29/2020	7:45 am	7/29/2020	8:00 am	7/29/2020	8:30 am	1	Leak	Possible leak. Res. says he had a 2" hole fill up with water in backyard. He covered it up with dirt and the water didn't come back. He doesn't know if it's a fluke or an actual leak. Firstly he wants to know if water lines run under his backyard. If so he'd like you to check to see if it's a water leak. Kevin- 913-634-9268. went out and checked couldn't find anything wrong. spoke to resident and told him.	0:15	0:45	1.0	RI
20200728-008	527 E APACHE ST	7/28/2020	1:00 pm	7/29/2020	8:00 am	7/29/2020	2:30 pm	1	Leak	meter reader called water leak went out and found service leak on main side. spoke to resident and told him repairs will begin 8:00am 7/29/20. Pin hole in copper. hydro up and repaired with a 3/4 copper to copper.	19:00	25:30	14.0	LF
20200728-009	800 W MADISON ST	7/28/2020	7:30 pm	7/28/2020	7:50 pm	7/28/2020	8:30 pm	1	Leak	Mike green called me and said people mowing the grass saw water coming out of vault in front of Madison Elementary went out and checked and found fire line leaking isolated line.	0:20	1:00	1.0	RI



Water Distribution Repair Summary

Report Dates Between 7/1/2020 and 9/25/2020

9/25/2020

LF - Line Failure, SF - Saddle Failure, VF - Valve Failure, RCF - Repair Clamp Failure, O - Damage By Others, RI - Residents Issue, OT - Other

12:00 PM

WO #	Location	Date Reported	Time Reported	Date of Arrival	Time of Arrival	Date Complete	Time Completed	# Customers Affected	Problem	Comments	Response Time	Repair Time	Manhours	Cause
20200728-010	29825 W 159TH ST	7/28/2020	9:38 pm	7/28/2020	10:00 pm	7/28/2020	10:30 pm	1	Leak	resident called in had water leak on a frost-free hydrant needed water shut off. went out and shut water off. at the meter	0:22	0:52	1.0	RI
20200730-012	32605 W 174TH ST	7/30/2020	8:30 am	7/30/2020	8:45 am	7/30/2020	9:25 am	1	Leak	Resident called in water leak in her house needed water turned off.	0:15	0:55	1.0	RI
20200730-013	1199 E SANTA FE ST	7/30/2020	11:00 am	7/30/2020	11:20 am	7/30/2020	12:00 pm	1	Leak	Went out and found service leak on customer side. 1024 Buffalo Trail	0:20	1:00	2.0	RI
20200731-017	31301 W 172ND ST	7/31/2020	12:48 pm	7/31/2020	1:00 pm	7/31/2020	2:30 pm			Repair Fire Hydrant. Nicholas o. Wright emailed me and said a post office truck hit our fire hydrant at this address. Officer G. Conrad of Gardner PD took the report.	0:12	1:42	3.0	O
20200731-018	29210 W 162ND TER	7/31/2020	7:00 am	7/31/2020	7:25 am	7/31/2020	10:30 am	1	Leak	Resident called in no water. went out and found service leak on customer side. and hydro up meter pit to check meter. spoke to resident and told him that it was his Issue.	0:25	3:30	10.0	RI
20200803-009	319 S CENTER ST	8/2/2020	5:51 pm	8/2/2020	6:10 pm	8/2/2020	6:30 pm	1	Leak	Resident called in water leak his house needed water turned off. went out and shut water off.	0:19	0:39	0.5	RI
20200803-012	302 N OTT LN	8/3/2020	7:54 am	8/3/2020	8:05 am	8/3/2020	3:00 pm	1		Customer called in and requested his water be shut off, due to plumbing work. Water off 8:22 am 8/3/20 8/7/20 Checked on customer to see if the water was still off. Customer told me that he called to City on 8/4/20 and someone came and turned it back on.	0:11	7:06	0.5	RI
20200804-005	1092 E SANTA FE ST	8/4/2020	3:20 am	8/4/2020	3:40 am	8/4/2020	4:05 am	1	Leak	Water leaking in basement turned water off.	0:20	0:45	1.0	RI

Water Distribution Repair Summary

Report Dates Between 7/1/2020 and 9/25/2020

9/25/2020

LF - Line Failure, SF - Saddle Failure, VF - Valve Failure, RCF - Repair Clamp Failure, O - Damage By Others, RI - Residents Issue, OT - Other

12:00 PM

WO #	Location	Date Reported	Time Reported	Date of Arrival	Time of Arrival	Date Complete	Time Completed	# Customers Affected	Problem	Comments	Response Time	Repair Time	Manhours	Cause
20200804-011	29701 W 188TH ST	8/4/2020	2:15 pm	8/4/2020	10:00 am	8/7/2020	9:00 am		Leak	Hydrant on right when you take first left into apartments. Nottingham Village Apts called and said fire hydrant is leaking pretty good. I tried to call back and get location of it and I had to leave a message. Rachael- is contact- 913-938-5155, prompt 2 for office. Prompt 3 for emergency maintenance ?'s. main gate on hydrant bad replace.	-5:-15	66:45	14.0	VF
20200804-012	31703 W 172ND ST	8/4/2020	10:00 am	8/4/2020	10:15 am	8/4/2020	10:55 am	1		customer wanted meter pit raised said it kept getting water in it when it rained. talked to him and let him know it awas at grade and that the water was not hurting anything. he said he did not want it raised.	0:15	0:55	2.0	RI
20200806-005	924 E PUMPKIN RIDGE ST	8/6/2020	1:50 pm	8/6/2020	2:00 pm	8/6/2020	2:30 pm	1	Water Quality	Low water pressure. Not enough pressure to run water heater. Lisa- 816-804-6136. 50psi and 7gpm at outside faucet. talked to customer on site. Explained we had no issues on our side.	0:10	0:40	1.0	RI
20200807-011	1058 E WILDCAT RUN ST	8/5/2020	4:04 pm	8/5/2020	4:20 pm	8/5/2020	4:30 pm	1	No Service	Resident called about no water went out to check and they had water. Hose in back was kinked kids was playing with it and called they're mom and said didn't have water.	0:16	0:26	0.5	RI
20200811-007	17184 DODGE ST	8/11/2020	12:15 pm	8/11/2020	12:30 pm	8/11/2020	1:00 pm	1	Leak	Water running down both side of Dodge St. starting at this address. Man called- His # is 913-687-7210. Sorry I didn't get name. He said he didn't need a call back. Spoke to resident to inform it was the neighbor across the steer that had the problem.	0:15	0:45	1.0	LF
20200812-008	17193 DODGE ST	8/11/2020	12:00 pm	8/12/2020	7:00 am	8/12/2020	1:00 pm	1	Leak	8/12/20 hydro up and found pinhole in copper under the street. repaired with 60' 3/4 poly. 600 gals of water	19:00	25:00	16.0	LF

Water Distribution Repair Summary

Report Dates Between 7/1/2020 and 9/25/2020

9/25/2020

LF - Line Failure, SF - Saddle Failure, VF - Valve Failure, RCF - Repair Clamp Failure, O - Damage By Others, RI - Residents Issue, OT - Other

12:00 PM

WO #	Location	Date Reported	Time Reported	Date of Arrival	Time of Arrival	Date Complete	Time Completed	# Customers Affected	Problem	Comments	Response Time	Repair Time	Manhours	Cause
20200817-009	1199 E SANTA FE ST	8/16/2020	4:19 pm	8/16/2020	4:40 pm	8/16/2020	5:00 pm	1	Leak	Resident called in water leak in her house needed water turned off lot #5 Conestoga.	0:21	0:41	0.5	RI
20200817-014	311 W MCKINLEY ST	8/17/2020	8:00 am	8/17/2020	8:15 am	8/17/2020	8:45 am	1	Water Quality	Low water pressure. Donald Hearn 913-963-8232 checked at house pressure was 48PSI. talked to customer to let them know i was going to shut off water to check at meter and he told me someone from the city had already checked it and didnt want his water turned off again.	0:15	0:45	0.5	RI
20200819-006	314 E MAIN ST	8/19/2020	10:05 am	8/19/2020	10:25 am	8/19/2020	11:20 am	1		Turn water back on please per Chad Maxwell's request. 913-669-8458. Turned water on. talked to customer on site.read-2811170	0:20	1:15	1.0	RI
20200824-015	637 E SKYLARK ST	8/24/2020	6:00 am	8/24/2020	7:30 am	8/24/2020	8:30 am	1	Water Quality	Homeownewr called in a pressure check over the weekend. checked pressure at house 60 PSI and 7 gpm at outside faucet. Talked to customer explained there were no problems on our side, customer understood.	1:30	2:30	1.0	RI
20200824-016	417 E MAIN ST	8/24/2020	9:00 am	8/24/2020	9:05 am	8/24/2020	10:00 am	10		Turn water on at the master meter for contractor. Turned off 9am Turned back on 10am	0:05	1:00	2.0	
20200825-007	1199 E SANTA FE ST	8/22/2020	6:15 pm	8/22/2020	6:30 pm	8/22/2020	7:20 pm	1	No Service	Lot number 5 called and said something was wrong with the main and the meter was broke and would not shut off water. upon arival I investigated the meter, the meter was ok and explained to the resident that there is a shut off on her side to turn off the water. she found her shut off and turned off the water.	0:15	1:05	1.0	RI
20200828-017	792 S MULBERRY ST	8/27/2020	7:00 am	8/27/2020	7:15 am	8/27/2020	7:30 am	1	Leak	Went out to check and foundout resident has been watering yard 2 hr a day for last 2 weeks.	0:15	0:30	1.0	RI

Water Distribution Repair Summary

Report Dates Between 7/1/2020 and 9/25/2020

9/25/2020

LF - Line Failure, SF - Saddle Failure, VF - Valve Failure, RCF - Repair Clamp Failure, O - Damage By Others, RI - Residents Issue, OT - Other

12:00 PM

WO #	Location	Date Reported	Time Reported	Date of Arrival	Time of Arrival	Date Complete	Time Completed	# Customers Affected	Problem	Comments	Response Time	Repair Time	Manhours	Cause
20200901-024	1800 E SANTA FE ST	8/31/2020	4:40 pm	9/1/2020	7:30 am	9/1/2020	8:00 am	1		Peggy called in a broken meter pit ring that she saw.	14:50	15:20	1.0	O
20200907-009	845 E WARREN ST	9/7/2020	8:00 am	9/7/2020	8:35 am	9/7/2020	10:00 am	1	Leak	Bottom plate on meter blew out. replaced meter with a new 1" neptune meter.	0:35	2:00	2.0	
20200914-012	31331 W 174TH ST	9/14/2020	12:04 pm	9/14/2020	12:30 pm	9/14/2020	1:30 pm	1	Odor	resident called in water smell and taste like chlorine went out and tested water and it did smell like chlorine so went to hydrant and flushed 2500 gals. ( Injector valve failure at water plant) hydrant #13seh11	0:26	1:26	2.0	VF
20200916-009	247 N EVERGREEN ST	9/16/2020	11:00 am	9/16/2020	11:15 am	9/16/2020	7:30 pm	9	Leak	Water is going into ditch between 247 and 253 N Evergreen St. Apt. Mgr Jackie- 913-231-7199. upon arrival notice water flowing over meter pit pumped out meter pit and found service leak, setter nut had hole in copper. it was flared dug up and went to main replace with 3/4 poly, 1" ploy.	0:15	8:30	24.0	LF
20200922-015	205 W MAIN ST	9/21/2020	2:00 pm	9/21/2020	2:30 pm	9/21/2020	3:00 pm	1	Leak	Upon arrival noticed water running out of meter pit. pumped out and found service leak on main side . spoke with resident and notified him will be back on Tuesday to repair.	0:30	1:00	2.0	LF
20200923-008	519 N SYCAMORE ST	9/23/2020	7:30 am	9/23/2020	8:00 am	9/23/2020	8:34 am	1	Leak	residence neighbor called in water leak. went out and found meter nut leaking on residence side put new 3/4 gasket and tightened.	0:30	1:04	1.0	RI
Totals:								56					120.0	

Water Distribution Repair Summary

Report Dates Between 7/1/2020 and 9/25/2020

9/25/2020

LF - Line Failure, SF - Saddle Failure, VF - Valve Failure, RCF - Repair Clamp Failure, O - Damage By Others, RI - Residents Issue, OT - Other

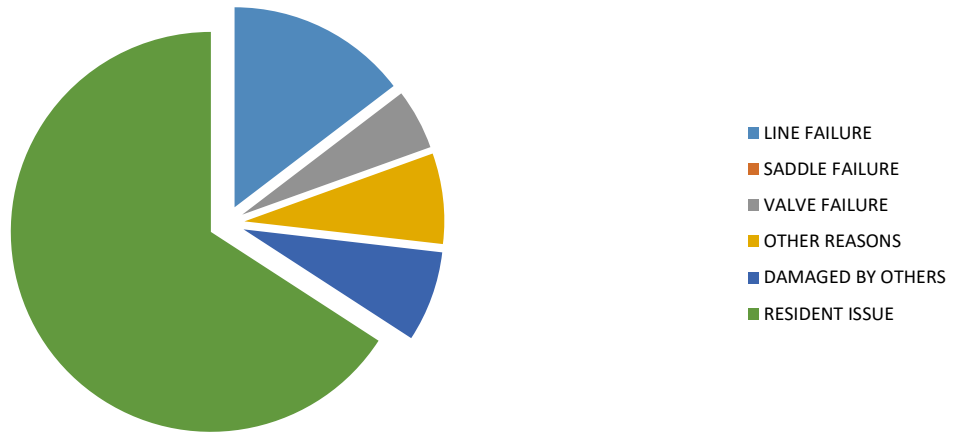
12:00 PM

WO #	Location	Date Reported	Time Reported	Date of Arrival	Time of Arrival	Date Complete	Time Completed	# Customers Affected	Problem	Comments	Response Time	Repair Time	Manhours	Cause
										13	After Hours Average	0:24	0:55	Cause Totals
										28	Workday Average	3:08	7:18	LF6
										41	Average	2:16	5:16	SF0
														VF2
														RCF0
														O3
														RI27
														OT0

## 2020 Water Repair Report

LINE FAILURE	SADDLE FAILURE	VALVE FAILURE	OTHER REASONS	DAMAGED BY OTHERS	RESIDENT ISSUE	TOTAL
6	0	2	3	3	27	41

3Q2020



**UTILITY ADVISORY COMMISSION STAFF REPORT**

**DISCUSSION ITEM #1**

**MEETING DATE:      OCTOBER 1, 2020**

**STAFF CONTACT:     GONZ GARCIA, UTILITIES DIRECTOR**

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**AGENDA ITEM:** Project Updates – Electric, Line Maintenance, Wastewater, Water

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**Background:**

Staff will discuss projects and provide current status updates at the meeting.